snapshot

Connect wallet

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MIP-0000: Adopt the Guiding Principles, Terms of Service, and Code of Conduct

Closed Movement DAO: Consensus Space by filipv.eth

***Adopt the DAO's** Guiding Principles, Terms of Service, **and** Code of Conduct.*

View Proposal →

1. Exhibit A
2. Exhibit B
3. Exhibit C
4. Exhibit D
5. Exhibit E

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Votes 8

servic... Core	For	10M MOVE
0x588a...1650	For	9.5K MOVE

obstacker.eth	For	4.2K MOVE
riceScr... Core	For	2.2K MOVE
natasha-pan...	For	187 MOVE
pillowfightcl...	For	39 MOVE
partypants.eth	For	39 MOVE
tankbo... Core	For	0 MOVE

Information

Strategie(s)	
IPFS	#bafkrei
Voting system	Basic voting
Start date	Aug 23, 2022, 12:00 AM
End date	Aug 30, 2022, 12:00 AM
Snapshot	15,399,566

Results

For	10M MOVE 100%
Against	0 MOVE 0%

I voted POAP

Vote to get this POAP

Mint

Adopt the Guiding Principles, Terms of Service, and Code of Conduct

Authors: tankbottoms.eth, filipv.eth
Date: 2022-08-23

Thesis

The name of the DAO is **Movement DAO** or ("Move", or "mDAO", "DAO"), which was formed as a Delaware Unincorporated Nonprofit Association.

Adopt the DAO's Guiding Principles, Terms of Service, and Code of Conduct, attached hereto as Exhibits B, C, and D. Appoint **Benjamin Reed** (**benreed.eth**) to act as the DAO's Secretary, **Authorized Member**, and to file the necessary federal application for the DAO IRS EIN Number Application, as well as to research and prepare the required documents for the DAO affiliate entities, including DAOLABS, in order to comply with applicable law.

- Guiding Principles: Establish the DAO as an Unincorporated Nonprofit Association pursuant to the Delaware Unincorporated Nonprofit Association Act.
- Terms of Service: An agreement between the DAO and parties who use the DAO's services or resources.
- Code of Conduct: Defines community Member standards and community enforcement guidelines.

Motivation

The DAO seeks clarity with regards to legal structure and the relationship between its Members and non-Members alike. These agreements contribute to a healthy, transparent and well functioning organization while addressing the lack of clear legal guidance regarding "DAOs".

The Community Conduct Guidelines establish expectations for all Members' conduct. The Terms of Service establishes the agreement between the DAO and users of the DAO's decentralized

application.

The appointment of an **Authorized Member** will enable the DAO to properly structure the product entities, non-profit entities, and account for each cost center properly. In an overall effort to move to transparent operations managing payouts from the appropriate legal entity, including the management of cryptocurrency on-ramp and off-ramp solutions, and the protection and management of intellectual property concerns via DAO affiliates such as DAOLABS. Prepare future proposal mip-0003 in which to seek budget and funding to deploy the DAO affiliates. The Service Providers will prepare these affiliate entities, governance, and develop processes for ongoing governance, of while some portion of the above budget will be used for reimbursements of expenses, legal fees, and other costs.

Specification

Ratify and adopt the DAO's Guiding Principles, Terms of Service, and Code of Conduct.

Update the DAO's Discord server, docs, and other relevant resources to reflect these changes.

Rationale

Ratifying the Guiding Principles establishes an Unincorporated Nonprofit Association, which, in turn, will:

- recognize the DAO's legal standing as an entity;
- allow the DAO to hold accounts, property, and enter into agreements;
- clarify Membership processes, e.g. define duties owed to each other;
- adopt the Unincorporated Nonprofit Association model act language, where appropriate;
- establish and adopt unique and specific terms with regards to the DAO's structure, operations, and ownership of property;
- adopt the role of the Service Provider and the activities authorized; and
- remove ambiguity generally, i.e. regarding its intellectual property.

The Terms of Service will clarify the DAO's:

- requirement for parties interacting with the DAO's application and resources to take full responsibility;

- unambiguous position on the DAO's adherence to state and federal statues;
- risks associated with reliance and deference to the technology employed in the DAO's operation;
- conditions of use, demand for compliance with all applicable laws and regulations (including U.S. Securities law, Office of Foreign Assets Control compliance, etc.);
- explicit prohibited activities (including activities which are illegal or harmful to the DAO or its Members);
- limitations in liability, and disclaimers by the DAO;
- requirement for indemnification by the user under certain circumstances;
- requirement for the user to promise not to sue the DAO, or its Members;
- language regarding arbitration, and processes for dispute resolution;
- process on computation of damages, attorney fee's, and notice via Blockscan;
- privacy policy, including a verbose general warning on blockchain usage;
- risks associated with DAO's online resources; and
- users' legal, financial, and ethical responsibilities when using the DAO's resources.

The Code of Conduct will state the DAO's position with regards to:

- requirements for Members to unequivocally be honest;
- community standards emphasizing honesty, inclusion, and respect; and
- enforcement guidelines for Members who violate these standards.

The DAO's Unincorporated nonprofit association requires an authorized Secretary and Member to file the necessary federal application for the DAO's IRS EIN Number Application.

Risks

- By forming an Unincorporated Nonprofit Association, the DAO may incur taxes.
- These documents may not adequately address DAO's legal concerns.
- These documents are long and may be difficult to read.

Timeline

These documents should be implemented once this proposal is ratified, only to be removed when superseded or amended by another proposal seeking to do the same.

Snapshot Consensus by the DAO Members

Whereas the DAO through its Members voted to adopt the following actions via Snapshot and resolved as follows:

RESOLVED: That the **Guiding Principles** are hereby adopted as the Guiding Principles;

RESOLVED FURTHER: that the **Code of Conduct** is hereby adopted as the Code of Conduct;

RESOLVED FURTHER: that the **Terms of Service** is hereby adopted as the Terms of Service;

RESOLVED FURTHER: that Member **benreed.eth** shall serve as the **DAO's Authorized Member** and its **Secretary**, to serve until his respective successor is duly elected and qualified.

RESOLVED FURTHER: that Member **tankbottoms.eth** shall serve as an **Authorized Member** to serve until his respective successor is duly elected and qualified.

The Authorized Member, **benreed.eth**, **tankbottoms.eth** and the Service Provider are hereafter referred to together as the **Service Providers.**

RESOLVED FURTHER: that the Certificate of Adoption of the DAO Organizational Documents, labelled Exhibit A, by **benreed.eth**, the DAO's Secretary, and submitted to Snapshot Consensus is hereby approved.

RESOLVED FURTHER: that, in accordance with the powers of the Members specified in the Guiding Principals, the Service Providers of the DAO are authorized to execute and deliver any agreement in the name of the DAO and to otherwise obligate the DAO with respect to the purpose of the DAO, within general guidelines and budgets approved by the Members; however, the Members, or the Service Providers, may adopt from time to time specific limitations on the authority of such an **Authorized Member**.

RESOLVED FURTHER: That the **Authorized Member** of the DAO in consultation with the Service Providers are authorized and directed to execute, verify and file all documents, and to take whatever actions, that are necessary or advisable to comply with all state and federal laws.

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RESOLVED FURTHER: That the Service Providers are authorized to direct the responsible attorneys, paralegals and, or assistants or consultants of dao-lawfirm.eth, or counsel for the DAO, to submit on behalf of the DAO, and any affiliate entities, an online application for a federal employer identification number on Form SS-4.

RESOLVED FURTHER: That the **Service Providers** of the DAO are each authorized and empowered to take any and all such further action, to execute and deliver any and all such further agreements, instruments, documents and certificates and to pay such expenses, in the name and on behalf of the DAO, as any of each of the **Service Providers** may deem necessary or advisable to effectuate the purposes and intent of the resolutions hereby adopted, the taking of such actions, the execution and delivery of such agreements, instruments, documents and certificates and the payment of such expenses by any such **Service Providers** to be conclusive evidence of his or her authorization hereunder and the approval thereof.

RESOLVED FURTHER: That any and all actions taken by the **Service Providers** of the DAO to carry out the purposes and intent of the foregoing resolutions prior to their adoption are approved, ratified and confirmed. As used in this document, the words "herein," "hereof," "hereby" and "hereunder" shall refer to this document as a whole, and not to any particular section, provision, or subdivision of this document.

This action by the DAO Member by Snapshot vote shall be effective as of the date the DAO Entities receives the consent of the DAO at the end of the Snapshot vote. This action by the DAO Members consent may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute one action.

Authors

1. 0x30670D81E487c80b9EDc54370e6EaF943B6EAB39
2. 0x5d95baEBB8412AD827287240A5c281E3bB30d27E

✎ Edit this page

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1. 0x30670D81E487c80b9EDc54370e6EaF943B6EAB39
2. 0x5d95baEBB8412AD827287240A5c281E3bB30d27E

Exhibit A

EXHIBIT A

CERTIFICATE OF ADOPTION OF THE ORGANIZATIONAL DOCUMENTS

The Snapshot Consensus by the Members of the DAO certifies the formation of a Delaware Unincorporated Nonprofit Association (the "DAO"), and that the foregoing **Guiding Principals**, the **Terms of Service**, and the DAO's **Code of Conduct** were resolved and adopted as the DAO's **Guiding Principals**, **Terms of Service**, and **Code of Conduct** on or about August 31, 2022. The certification is made by the undersigned in their individual capacity as an Authorized Member, as a result of the DAO Snapshot Consensus operated by its Members.

The undersigned has submitted this certificate for the Snapshot Consensus by the Members of the DAO on or about August 23, 2022.

Snapshot Consensus by the DAO Members
Submitted by **benreed.eth**

Exhibit B

Guiding Principles

The following Guiding Principles are provided to set forth the terms of Membership, governance, and agreement between Members of the DAO. The "DAO" refers to Movement DAO, Move DAO, its affiliates DAOLABS, non-profit and for-profit organizations, and individuals involved initially as its Members, developers, and operators of any associated traditional software, web services, Multi-signature wallets, or Ethereum Cryptographic Smart Contracts.

Definitions.

- The definitions section of the associated document is included in its entirety herein. Any terms which are defined herein supersede any definition contained in the associated document.
- **"Service Provider"** means the Person or Persons appointed by the DAO to perform administrative services, responsibilities, and duties to carry on the DAO's operations. The initial Service Provider shall be dao-lawfirm.eth, including its predecessor entities, any future entity of dao-lawfirm.eth, and dao-lawfirm.xyz, and their vendors, consultants, and affiliates, as well as dao-lawfirm.eth's affiliates Meows, LLC. and tankbottoms.eth, and their vendors, consultants, and affiliates. For the purpose of any electronic communications (including notice) the following addresses: 0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethmail.cc and 0x5d95baEBB8412AD827287240A5c281E3bB30d27E@ethmail.cc are sufficient.

Introduction.

These guiding principles constitute an Agreement (hereinafter the "Agreement") and are entered into by and amongst Members of DAO, also known as Move (hereinafter "DAO"), an unincorporated nonprofit association organized under the **laws of the State of Delaware**.

The following terms apply when you click to view or access DAO's Dapp, DAO's online services or any of DAO's sites, contribute or transfer cryptocurrencies such as Ethereum, or transfer one or more ERC-20s ("Tokens"), ERC-721s ("NFTs"), or other digital assets (collectively, "Cryptographic Currencies") to the DAO, become a Member of DAO, receive DAO Governance Tokens, hold Governance Rights for the DAO, interact with or access the DAO's smart contracts in any way,

provide services to the DAO, donate or transfer any property to the DAO, or otherwise interact with or access any other of the DAO's services. DAO's governance may occur on Snapshot; for the purpose of this agreement we refer to this as part of the DAO Dapp.

By doing any of the above, you signify your agreement to these terms. If you do not agree to be bound by the Agreement in its entirety, you may not access, interact with, or use the DAO Dapp or online services.

Capitalized terms used herein have the meanings ascribed to them in the Definitions. Any terms which are defined herein supersede any definition contained in the associated document.

1. Organization.

(a) Formation. The DAO was formed on *February 1, 2022*. The obligations of Members of the DAO shall be determined pursuant to the Delaware Uniform Unincorporated Nonprofit Association Act, Del. Code Ann. Tit. 6, §§ 1901-1916 inclusive (the "Act"), and this Agreement.

(b) Purpose. The primary purpose of the DAO is to develop programmable, community-focused Ethereum (**"Cryptocurrency"**) treasury applications which can operate openly on the blockchain at any scale. The DAO additionally develops tooling to interact with existing financial infrastructure (including fiat), digital asset creation (e.g. NFTs), and marketplace applications to enable communities to participate in any type of lawful activity native to or related to Cryptocurrency. The purpose of the DAO is scoped to non-profit and charitable purposes and purposes outside of this scope are not permitted. The companion purpose section of this document is included in its entirety herein. Any terms which are contained herein supersede any definition contained in the associated document.

The DAO is an unincorporated association of individuals, corporations, statutory trusts, business trusts, estates, trusts, partnerships, limited liability companies, associations, joint ventures, and other legal or commercial entities, many of whom, if not all of whom, agree to join together for a common, nonprofit purpose. For the DAO, that purpose is encapsulated in its mission statement.

The DAO is not intended to be or become an entity required to register as an "investment company" as defined in Section 3(a)(1)(A) of the Investment Company Act of 1940, as amended.

2. Membership; Governance Rights and Tokens; Limitations.

(a) Governance Rights. Governance Rights in the DAO are represented by Project Tokens, with each Token representing a fractional part of the Governance Rights of all Members (or assignees, as the case may be) equal to the quotient of one (1) divided by the total number of Tokens claimed at any time. Member's Governance Rights are subject to DAO Governance.

(b) Tokens. As of the date hereof, there shall be an allowance of up to the max of $2^{(256-1)}$[1] tokens authorized to represent Membership interests in the DAO, unless otherwise agreed to by the Members via a vote occurring through the Dapp. Membership in the DAO, as defined by Del. Code Ann. Tit. 6, § 1901, shall be voluntary and open to any individual whose purpose or presumed intent is to contribute to the DAO and is willing to accept responsibilities and terms of Membership. The DAO shall grant the initial Member's governance voting tokens proportional to contributions to the DAO's Gnosis Multi-signature wallet.[2]

Notwithstanding the foregoing or any other provision of this Agreement, the DAO may provide initial Members Tokens for their role in conceiving and supporting the DAO.

(c) Limitation to the DAO Protocol Configuration. The DAO shall not configure its Juicebox Treasury with an undefined Reserved Rate, a Reserved Rate of 0%, a Redemption Rate of 100%, or a Discount Rate other than 0%. **The DAO shall not configure its Juicebox Treasury with any parameters that would cause the capital value of Token Redemptions via the Redemption Rate to exceed the cost basis required to issue those Tokens from the DAO's Juicebox Treasury.**

(d) Admission. The DAO is a decentralized network of Members and may admit or deny individuals for any arbitrary purpose or lack of purpose.

> **(i) Initialization.** On February 1, 2022, the DAO initiated a distribution of the DAO's NFT Collection to the top one-thousand (1500) addresses on Snapshot via a total usage count of Membership DAOs, authored proposals, and votes cast. The purpose of the NFT distribution was to foster a fair and equitable distribution of the governance NFT, to initialize the DAO community, garner interest in directing the DAO development efforts. The DAO did not require any Membership contributions or fees to participate in this distribution. Contributions to the DAO's Gnosis Multi-signature wallet were separate. Contributions to the DAO's Multi-signature wallet represents the token distributions based on a computation of Cryptocurrency contributions to Project Tokens.

(ii) Distribution of Member Tokens. All of the DAO's governing Members shall have their Membership determined upon receipt of voting tokens acquired on a public blockchain via contributions to the DAO's **Gnosis Multi-Signature Wallet (Etherscan Mainnet)** `0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6`. The tokens are to be distributed on a bonding curve. DAO will operate as a Member Project which will issue Project Tokens to both Gnosis contributors and Member Projects, at rates yet to be determined. **("Cryptographic Units", and holders, "Members")**. Cryptographic Units are used for participating in and improving the governance of the DAO through affirmative votes effectuated via the Designated Smart Contract (defined herein) or more commonly, Snapshot, the popular off-chain voting protocol **("Snapshot") (such processes are "Cryptographic Consensus")**. Once the DAO admission requirements are met, a prospective Member's admission may be put up for a vote held among DAO Members. The DAO will consistently review admissions, and if necessary, Members may make adjustments to the DAO admission requirements based on their evolving needs and as registered by Cryptographic Consensus. Notwithstanding, the DAO may admit all individuals who hold the DAO token by capturing an inventory of all current holders and ratifying the Membership at Governance intervals from time to time as registered by Cryptographic Consensus.

The DAO may have more than one Member Tokens which has Membership purpose, such as the Governance NFT available at 0xdd407a053fa45172079916431d06E8e07f655042. The DAO shall authorize or discontinue the use of Member Tokens from any Cryptographic Units at any time, or use a Member Token for a duration before migrating to another. The DAO shall defer to the Service Provider in the fair and equitable distribution of Member Tokens, and/or the service of other governance tokens. The DAO shall, at its discretion, by the advice of the Service Provider, or by the majority vote of the DAO, retire governance tokens, including discontinuing Membership by Members holding the DAO governance token without any further notice.

(iii) Development of the DAO application Notwithstanding the aforementioned governance between the DAO NFTs and the DAO's weighted whitelist Members, the combined parties are Members and language within this agreement pertaining to the future anticipated governance on additional DAO applications are provided as a notice to Members of the eventual transitioning of governance tooling and computation. The DAO is developing a governance application which it intends to use and provide all aspects of to Member Projects before the end of 2022.

(e) Token Liquidity Pools. The DAO shall not create any Liquidity Pools.

(f) Governance Rights and Token Limitations. *Governance Rights and the governance Tokens provide no possibility of profits and losses, no rights to distributions and dividends, and no rights to ownership or management of the DAO. Each Member (or assign, as the case may be) that receives or holds governance Tokens expressly and unequivocally agrees that the Tokens provide no rights to profits and/or losses, that the Tokens do not entitle their holder to distributions or dividends, and that the Tokens do not make their holder an owner or manager of the DAO.* Members who provide their Cryptographic Signature upon use of the Dapp shall agree with this section 2(f) explicitly and unequivocally, and will be deemed as to have read, understood, and sought counsel with regard to this section.

(g) Token Reserved Rate. Notwithstanding the foregoing or any other provision of this Agreement, contributors to the DAO shall be entitled to receive Reserved Rate Tokens by a vote of the Members, via the Reserved Tokens list, as defined by the DAO's Juicebox Protocol configuration. Each Member expressly and unequivocally agrees to 2(f) above.

(h) Responsibilities. As of the date hereof, Members are not required to submit to any dues or Membership fees. However, in the event the Members agree otherwise via a vote occurring through the Dapp or Snapshot, each Member shall keep reasonably current in payment of any dues or Membership fees and other financial obligations of Membership, if applicable and determined by the DAO. Each Member shall notify the DAO of a Discord, Twitter, or other acceptable communication channel by which that Member may receive written or electronic materials required or permitted by this document, or shall notify the DAO that such Member lacks the standard acceptable addresses and designate a mutually acceptable form of communication.

If you have received any Tokens or are otherwise a Member, you consent and agree to become legally bound by this Agreement as both a participant in the DAO and more specifically a DAO "Member".

(i) Information Rights. Members shall have access to all information concerning operational and financial affairs of the DAO via

- **The Gnosis Multi-Signature Wallet**
  - `0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6`,
- **Etherscan and other Ethereum Block Explorers**
  - `https://etherscan.io/address/0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6`, and
- **Snapshot**
  - `https://snapshot.org/#/movedao.eth`.

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Otherwise, the DAO is not entitled to keep any records concerning legal, accounting, or other affairs, and aside from the above public information, the DAO shall not be required to maintain any additional records. Notwithstanding the foregoing, the DAO may engage with third parties to provide legal structures, accounting, and records in order to comply with any legal obligations.

3. Liability.

(a) No Member Liability. Except as otherwise provided in this Agreement or the Act, no Member (or former Member) shall be personally liable for the obligations of the DAO, including any obligations owed by any such Member in connection with any breach of this Agreement. A debt, obligation, or other liability of the DAO is solely the debt, obligation, or other liability of the DAO. Members (or former Members) are not personally liable, directly or indirectly, by way of contribution or otherwise, for a debt, obligation, or other liability of the DAO solely by reason of being or acting as a Member or acting on behalf of the DAO. The failure of the DAO to observe formalities relating to the exercise of its powers or management of its activities and affairs is not grounds for imposing liability on a Member of the DAO for a debt, obligation, or other liability of the DAO.

(b) Member Limitations. No Member shall have the right or power:

> **(i)** to cause the dissolution and winding up of the DAO; or
>
> **(ii)** to demand or receive property, including any Cryptographic Currency or ERC-20 or ERC-721 Tokens ("Cryptocurrency Assets") contributed or otherwise transferred to the DAO, except as agreed to by the Members or otherwise provided herein.

4. Admission of Additional Members.

(a) Subject to the provisions of this Agreement, the Members are authorized to accept additional donations from one or more Members, and to admit other Persons to the DAO as additional Members (each such additional Member and such existing Member is an "Additional Member"). Unless otherwise determined by the Members, any such Additional Members shall be admitted to the DAO only if such Member or Additional Member makes a donation or contribution via the Dapp.

(b) Accession to Agreement. Each Person who is to be admitted as an Additional Member pursuant to this Agreement shall agree to be bound by all of the terms of this Agreement as if they were a Member from the inception of the DAO.

5. Management.

(a) Except as otherwise expressly required in this Agreement, the affairs of the DAO shall be carried on and managed exclusively by the Members, who shall have sole and absolute discretion with respect thereto. No Member shall be a manager, as defined under the Act.

(b) Whenever any action, including any approval, consent, decision, determination, or resolution is to be taken or given by the Members or the DAO under this Agreement or under the Act, it shall be authorized by a vote of the Members via the Dapp or the DAO's Snapshot Spaces, unless otherwise provided herein. Such an authorization may be evidenced by a vote facilitated via the Dapp or the DAO's Snapshot Spaces and one or more smart contracts, or by a written consent, in accordance with this Agreement. The Members intend that any action (which has been duly approved in accordance with this Agreement) taken by the DAO via a Dapp, a smart contract, or the blockchain shall be a valid action of the Members or the DAO, as applicable, and no Member shall challenge the authority or validity of any such action based solely on such a fact.

(c) Except as otherwise expressly required in this Agreement or in the Act, no single Member (in their capacity as a Member) shall have authority to bind the DAO in any way or to enter into any agreement or contract obligating the DAO in any way unless approved via a vote occurring through the Dapp.

(d) To the extent that the Members have approved a document in accordance with the terms of this Agreement and the Act, any Member can hereby be expressly authorized to execute and deliver such a document on behalf of the DAO.

(e) Members may appoint a proxy to vote or otherwise act for the Member with regards to the DAO pursuant to the Dapp.

(f) The DAO has the right to delegate certain technical or administrative responsibilities to third parties and provide them with reasonable compensation.

(g) Reliance by Third Parties. Persons dealing with the DAO are entitled to only rely conclusively upon the power and authority of the Members (and any Person to whom the Members have delegated any such power and authority pursuant to this Agreement) by an explicit governance ratification of such power and authority. Therefore, any acknowledgement that such Member or assign is authorized to act on behalf of the DAO and may bind the DAO or otherwise enter into a binding contract may only be relied upon as evidenced by the DAO governance process as defined by Dapp proposals.

(h) Other Activities. Each Member acknowledges and agrees that in addition to transactions specifically contemplated by this Agreement, and subject to applicable law, certain Members within the DAO and their respective Affiliates and Representatives are each hereby authorized to obtain property or obtain services from, to provide property or provide services to, or otherwise enter into any transaction with certain Members, or any Affiliate or Representative of any of the foregoing Persons, pursuant to clear approval via the Dapp and DAO governance.

6. Withdrawal Rights; Compulsory Withdrawal; Non-Disparagement.

(a) Limited Right to Withdraw. A Member may withdraw at any time by transferring its Tokens to a third party. Such a withdrawal shall be facilitated and executed, in part, using one or more smart contracts, and shall be effective as of the date of transfer. Any withdrawal is irrevocable. Alternatively, a Member may redeem the entirety of the Tokens held by submitting the tokens to via the Juicebox Protocol and burning them, thereby reducing the total Project Token supply. In return, the Member may receive **some portion** of their initial or cumulative DAO Membership holdings in Ethereum (or other Cryptographic Currency). A Member who burns the entirety of their token holdings shall be deemed to have withdrawn from the DAO. The DAO shall not be obligated to pay any interest or other compensation to a Member who redeems or withdraws its Tokens.

(b) Compulsory Withdrawal. Not in limitation of Section 6(a), the Members acting by vote via the Dapp may cause a Member to be compulsorily withdrawn from the DAO to the extent that such Members, in their reasonable discretion, determine it to be necessary, desirable, or appropriate, including without limitation to comply with applicable law or regulations, or to avoid a material adverse effect on the DAO or the other Members. For the avoidance of doubt–the Member proposed to be compulsorily withdrawn shall be entitled to vote with respect to any vote of the Members regarding that Members' compulsory withdrawal.

(c) Emergency Immediate Compulsory Withdrawal For Cause. Not in limitation of Section 6(a), 6(b), the Service Provider, in their reasonable discretion, is expressly authorized to remove a Member without notice or vote of the Members if the Service Provider determines such a removal to be necessary, desirable, or appropriate, including, without limitation, to comply with applicable law or regulations, or to avoid a material adverse effect on the DAO. For the avoidance of doubt–the Member to be compulsorily withdrawn shall be entitled to vote with respect to any vote of the Members regarding such compulsory withdrawal, unless the Member is deemed to be in violation of the Code of Conduct and Community Enforcement Guidelines.

(d) Non-Disparagement Not in limitation of Section 6(a), 6(b), 6(c) and 6(d). During the term of the DAO Membership, and thereafter, the Member shall not make any disparaging remarks, or any remarks that could reasonably be construed as disparaging regarding the DAO, its Members, its affiliates, or its agents. The DAO shall, except to the extent otherwise required by applicable laws, rules, or regulations, or as appropriate in the exercise of the Community Enforcement Guidelines and the Terms of Service, exercise reasonable efforts to cause the following individual(s) to refrain from making any disparaging statements, orally or in writing, regarding the DAO, its Members, or agents during and after the Membership period.

7. Fees and Expenses.

(a) Organizational Expenses. The DAO shall bear all of its organizational expenses and costs, and may amortize these expenses for accounting and/or tax purposes.

(b) Operating Expenses.

> **(i)** The DAO shall bear all costs and expenses relating to its activities, maintenance, and operations, including, without limitation, all fees, expenses, and costs associated (directly or indirectly) with the acquiring, holding, monitoring, and commissioning of artwork, identifying DAO opportunities to fulfil its purpose and any extraordinary expenses (including, without limitation, litigation-related and indemnification expenses), legal, regulatory, research, consulting, compliance, auditing, accounting, and other professional fees and expenses, the costs of any administrator, the costs of any reporting to Members, expenses of any administrative proceedings undertaken by the applicable Member in its capacity, expenses incurred in connection with the dissolution, liquidation, and termination of the DAO, and other expenses related to the DAO as determined by the Members by a vote via the Dapp (collectively, and together with organizational expenses, the "**DAO Expenses**").
>
> **(ii)** DAO Expenses shall be allocated to and funded by the DAO.

8. Distributions; Dividends; Compensation.

(a) The DAO shall not make any distributions of any kind and it will not pay dividends of any kind to any Member or director/officer or other person who may have an ownership interest in the DAO.

(b) The DAO may pay reasonable compensation or reimburse reasonable expenses to a Member or third-party for services rendered, confer benefits on a Member or third party in conformity with its

nonprofit purposes, repurchase a Membership and repay a contribution made by a Member to the extent authorized by this Agreement, or make distributions of property to Members upon winding up and termination to the extent permitted by this Agreement.

9. Dissolution.

(a) General. The DAO shall be dissolved and its affairs shall be wound up upon the earliest to occur of:

> **(i)** a determination of the Members by Majority Vote; or
>
> **(ii)** the entry of a decree of judicial dissolution pursuant to the Act.

(b) Upon the dissolution of the DAO, assets shall be distributed for one or more exempt purposes which are within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future federal tax code and which are consistent with the goals and purpose of the DAO, or the assets shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the DAO is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

10. Limitations on Transfers.

(a) Transfers. Governance Rights and Tokens are not transferable, except to other Members. Members may vote to allow or disallow the ability of Members to transfer their Governance Rights and/or Tokens by a vote facilitated via the Dapp. Tokens may become freely transferable to Ethereum addresses outside of the DAO ("External Addresses") by a vote of the Members. In the event the Tokens become freely transferable to External Addresses, you agree that holders of External Address which Tokens are transferred to shall automatically be granted Membership rights, subject to this Agreement.

(b) Admission of Substituted Members. If the transferee is not already a Member, any transferee of Tokens transferred in accordance with the provisions of this Section shall be admitted as a Member. The DAO shall not for any purpose recognize any purported transfer of all or any part of a Member's interest or Tokens in the DAO, and no purchaser, assign, transferee, or other recipient of all or any part of such Tokens shall become a Member hereunder unless:

(i) The transferee of Tokens transferred pursuant to this Section that is admitted to the DAO as a transferee Member shall succeed to the rights and liabilities of the transferor Member with respect to such transferred Tokens.

(ii) Effect of Death, Dissolution, or Bankruptcy. Upon the death, incompetence, bankruptcy, insolvency, liquidation, or dissolution of a Member, the rights and obligations of that Member under this Agreement shall accrue to that Member's successor(s), estate, or legal representative, and each such Person shall be treated as an unadmitted transferee of that Member's Tokens, as described in the Act.

11. Books and Records; Accounting and Tax Matters.

The DAO shall not be obligated to keep any books or records beyond what is made available via the Dapp or available via the Ethereum blockchain.

12. Waiver of Fiduciary Duties.

(a) Except as expressly set forth in this Section, in the event that any Member initiates any Proceeding against the DAO and a judgment or order not subject to further appeal or discretionary review is rendered in respect of such Proceeding, as the case may be, that Member shall be solely liable for all costs and expenses related to the Proceeding.

(b) Limitation by Law. No provision of this Agreement shall be construed to provide for the indemnification for any liability to the extent (but only to the extent) that such indemnification would be in violation of applicable law, but instead shall be construed so as to effectuate the provisions thereof to the fullest extent permitted by law.

(c) Waiver of Fiduciary Duties. To the fullest extent permitted by applicable law, notwithstanding any other provision of this Agreement or otherwise of applicable law, including any in equity or at law, no Member shall have any fiduciary duty to the DAO or to any Member by reason of this Agreement or in its capacity as a Member, except that the Members shall be subject to the implied contractual covenant of good faith and fair dealing and the terms and provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of the Members otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of the Members. Members will exercise any rights under this Agreement consistent with this Agreement.

13. Intellectual Property Rights.

(a) Grant of Rights. Members that join the DAO **grant to the DAO, and its affiliate DAOLABS, LLC**, a perpetual, non-exclusive, royalty-free license and right, and all ancillary and subsidiary rights therein and thereto, throughout the world, to use, edit, modify, include, incorporate, adapt, record, reproduce, display, and archive any copyrightable work associated with any written copy, source code, illustrations, and artwork (the **"Work"**) in any manner whatsoever, in or out of context, by any and all means and/or devices and in any and all media now or known hereafter–all in connection with the production, exhibition, distribution, exploitation, advertising, marketing, publicity, and promotion of the DAO and its Purpose. The term of this license begins whenever a contribution is made through the Site by a Person entering into this Agreement as a Member or is subsequently admitted as a Member pursuant to the terms of this Agreement (i.e., any and all Members). "Site" includes the DAO, its affiliate DAOLABS, LLC, the decentralized application(s), Github, Discord, and/or any other means of written or oral communication made to the DAO or its Members.

Contributors to the DAO, with regards to development of its application, with compensation, will execute any agreement for consulting or assignment, along with any innovations via written agreement with the DAO or its affiliate, DAOLABS, LLC[3] from which the DAO licenses its Dapp and operating applications.

(b) Reservation of Rights. All rights in any copyrightable works not specifically granted to the DAO are reserved by the Member. Specifically, the DAO acknowledges that its use of the Work will not affect the Member's continued and separate copyright ownership in the Work, and that the Member may use and license others to use the Work otherwise and elsewhere.

(c) Representations and Warranties, Indemnification. The Member represents and warrants that it is the owner of the entirety of the rights in and to the Work and that the Member has the full authorization and authority to enter into this Agreement and grant the licenses herein. No other rights, permissions, or consents are necessary for the DAO to use the Work in accordance with the licenses granted herein, and no fees, royalties, or use payments of any kind are due to the Member or third parties in connection with the exercise of the licenses granted herein. The Member guarantees that the Work does not infringe any copyright or trademark, and that the Work does not violate any privacy, personal, proprietary, or common law, or statutory right, of any Person. Licensor shall indemnify and hold Licensee (and its agents, Affiliates, assigns, heirs, or other successors in interest) harmless from any claim, loss, liability, damage, or expense (including reasonable attorneys' fees) arising out of any claim, lawsuit, or demand which is inconsistent with or arises out of warranties or representations in this Section.

(d) Limited Field of Use. Notwithstanding the preceding provisions, the DAO shall not use Members' Work for any purposes other those defined in the Grant of Rights 13.(a), which includes use by the DAO within its field of use as defined in its Purpose, in *1. Organization.*, including for any for-profit endeavors, with the exception, however, of the purposes of any derivative rights by the DAO which it is obligated to grant to DAOLABS, or its affiliates for use of or within the licensed Dapp, and any contributions to the DAO where the DAO compensates the Member for the Work.

14. Derivative Matters.

(a) No Derivative Actions. No Member shall have the right to bring any action or proceeding in any court or before any arbitrator or other tribunal against the DAO or any other Member on account of any alleged or actual breach of this Agreement or any other agreement or instrument to which the DAO is a party or by which it is bound, or for any other purpose whatsoever, except as expressly provided in this Agreement.

15. Amendments.

(a) Except as otherwise provided herein, the terms and provisions of this Agreement may be amended only with the prior consent of Members acting by a vote via the Dapp.

(b) Amendments to this Agreement shall be made available via the Dapp.

16. Service Providers.

(a) Appointment and Compensation of Service Providers. The DAO shall have the right to appoint Service Providers to perform administrative services, responsibilities, and duties to carry on the DAO's operations, including maintenance of the Dapp and smart contracts. The DAO shall have the right to provide Service Providers with reasonable compensation.

(b) Limitation of Liability. Notwithstanding anything contained in this Agreement to the contrary, any Service Provider of DAO shall not be liable for any error of judgment, mistake of law, or for any loss suffered by the DAO, its Members, Persons affiliated with the DAO or its Members, or third parties in connection with the matters to which this Agreement relates or for any services provided by a Service Provider, except for a loss resulting from a Service Provider's willful misfeasance, gross negligence, or reckless disregard in the performance of its duties under this Agreement. Furthermore, Service Providers shall not be liable for:

(i) any action taken or omitted in accordance with or in reliance upon written or oral instructions, advice, data, documents, or information (without investigation or verification) received by Service Providers from any Person;

(ii) any liability arising from the transfer or use of any Governance Rights or Tokens, including with respect to matters arising under applicable laws or private rights of action; or

(iii) any action taken or omitted by the DAO, its Members, any affiliated Persons of the DAO or its Members, or any third party.

(c) Indemnification. The DAO shall indemnify and hold harmless the Service Provider, their affiliates, employees, and agents, from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any claim, lawsuit, or demand which arises out of any activities during the period of service to the DAO and from the conclusion of services until the statute of limitations have run for any known or unknown claims. The DAO, its Members, and any contributors to the DAO via the Dapp, the Gnosis Multi-signature Wallet, the purchase of NFT, or the receipt of any governance rights from any party or parties shall agree to the indemnification obligation set forth in the attached Agreement as the DAO, on one hand, and the Service Provider, including its affiliates, employees, and agents, on the other hand.

(d) Initial Service Provider. The initial Service Provider shall be the dao-lawfirm.eth, and its affiliates.

17. General Provisions.

(a) Notices. Subject to Section 5, all notices required to be delivered under this Agreement shall be effective only if sent via **Discord, Twitter, or another acceptable communication channel**. In computing the period of time for the giving of any notice, the day on which the notice is given shall be excluded, and the day on which the matter noticed is to occur shall be included. If notice is given via electronic means, by dao-lawfirm.eth, it shall be deemed given when sent, provided that the sending party does not have reason to believe that such notice was not delivered.

(b) Further Assurance. Each Member agrees to perform all further acts and to execute, acknowledge, and deliver any document (including tax forms and information) that may reasonably be necessary to carry out the provisions of this Agreement.

(c) Interpretation. Unless otherwise indicated to the contrary herein by the context or use thereof the words, "herein," "hereto," "hereof," and words of similar import refer to this Agreement as a whole and not to any particular section or paragraph hereof; words importing the masculine gender shall include the feminine and neutral genders, and vice versa; and words importing the singular shall include the plural, and vice versa; plural forms of singular defined terms shall have corresponding meanings and singular forms of plural defined terms shall have corresponding meanings; the section headings contained in this Agreement are for reference purposes only and shall not affect the interpretation of this Agreement; references to statutes or regulations include amendments and successor or replacement statutes or regulations.

(d) Severability. If any term or provision of this Agreement or any application of this Agreement shall be declared or held invalid, illegal, or unenforceable, in whole or in part, whether generally or in any particular jurisdiction, such provision shall be deemed amended to the extent, but only to the extent, necessary to cure such an invalidity, illegality, or unenforceability, and the validity, legality, and enforceability of the remaining provisions, both generally and in every other jurisdiction, shall not in any way be affected or impaired thereby.

(e) Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, permitted assigns, trustees, and legal representatives.

(f) Creditors. None of the provisions of this Agreement shall be for the benefit of, or enforceable by, any creditor of any Member or of the DAO. No creditor who makes a loan to the DAO may have or acquire, as a result of making the loan, any direct or indirect interest in the DAO's property.

(g) Waiver. Any term or condition of this Agreement may be waived at any time by the party or parties entitled to the benefit thereof, but only by a writing signed by the party or parties waiving such term or condition. No waiver of any provision of this Agreement or of any right or benefit arising hereunder shall be deemed to constitute or shall constitute a waiver of any other provision of this Agreement (whether similar or not), nor shall any such waiver constitute a continuing waiver, unless otherwise expressly so provided in writing.

(h) Waiver of Partition; No Bill for DAO Accounting. Each Member hereby irrevocably waives any and all rights that it may have to maintain an action for partition of any of the DAO's property. Each Member covenants that it shall not file a bill for DAO accounting.

(i) Limitation of Liability. Except for any remedies that cannot be excluded or limited by law, no party, or its agent, Affiliate, assigns, heirs, or other successors in interest, will be liable under this

Agreement to another party, or that party's agent, Affiliate, assigns, heirs, or other successors in interest, or other third party, for any special, reliance, punitive, indirect, incidental, or consequential damages or lost or imputed profits, lost data, lost property, or any costs and fees. This limitation of liability may not be valid in some jurisdictions. Parties to this Agreement may have rights that cannot be waived under some laws. The DAO and its Members do not seek to limit the DAO's or Members' warranties or remedies to any extent not permitted by law.

YOU UNDERSTAND AND AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT SHALL THE DAO OR ITS MEMBERS BE LIABLE FOR ANY LOSS OF PROFITS, REVENUE OR DATA, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES OR COSTS DUE TO LOSS OF PRODUCTION OR USE, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, IN EACH CASE WHETHER OR NOT THE DAO OR ITS MEMBERS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OF THE DAO, ON ANY THEORY OF LIABILITY, RESULTING FROM: (a) THE USE OR INABILITY TO USE THE DAO DAPP; (b) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED; OR MESSAGES RECEIVED FOR TRANSACTIONS ENTERED INTO THROUGH THE DAO DAPP; (c) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (d) STATEMENTS OR CONDUCT OF ANY THIRD PARTY IN THE DAO; OR (e) ANY OTHER MATTER RELATED TO THE DAO DAPP, WHETHER BASED ON WARRANTY, COPYRIGHT, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY.

(j) Governing Law; Jurisdiction; Venue. Notwithstanding the place where this Agreement may be executed by any of the parties hereto, the parties expressly agree that all of the terms and provisions hereof shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to the principles of choice or conflicts of laws thereof that would require that this Agreement be governed by the laws of another state. Each of the parties hereto consents and agrees to the exclusive personal jurisdiction of any state or federal court sitting in Delaware, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein, and agrees that any dispute concerning the conduct of any party in connection with this Agreement shall be heard only in the courts described above.

(k) Arbitration. In consideration of the promises in this agreement, the parties agree that any and all controversies, claims, or disputes with anyone (including the DAO and any employee, officer, director, shareholder or benefit plan of the company in their capacity as such or otherwise) arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration under

the arbitration rules set forth in Delaware law and thereby agrees to waive any right to a trial by jury, include any statutory claims under state or federal law, including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Worker Adjustment and Retraining Notification Act, discrimination or wrongful termination and any statutory claims. The parties further understand that this Agreement to Arbitrate also applies to any disputes that the DAO may have with a Member.

(l) Procedure. The parties agree that any arbitration will be administered by the American Arbitration Association ("AAA") and that the neutral arbitrator will be selected in a manner consistent with its national rules for the resolution of employment disputes. The parties agree that the Arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The parties also agree that the arbitrator shall have the power to award any remedies, including attorneys' fees and costs, available under applicable law. The parties understand that they shall share equally in paying for the administrative or hearing fees charged by the arbitrator or AAA. The parties agree that the Arbitrator shall administer and conduct any arbitration in a manner consistent with the rules and that to the extent that the AAA's national rules for the resolution of employment disputes conflict with the rules, the rules shall take precedence. The parties agree that the decision of the Arbitrator shall be in writing.

(m) Covenant Not to Sue." The Members hereby agree and understand that by signing this agreement they hereby waive any right to sue other Members or the DAO for any reason and at any time. In the event that a Member attempts to file suit against either another Member or the DAO, that Member's ownership interest shall be cancelled and he shall be refunded any money or other assets he personally contributed to the DAO, but shall not be entitled to any increase in value or other profit earned by the DAO. Solely the Service Provider shall be empowered to determine if a Member is entitled to any other remuneration upon the cancellation of his ownership interest. Consistent with Section 6, the Service Provider is solely authorized and empowered to make such a determination, and there is no right of appeal or other objection to the determination of the Service Provider. The DAO, Members and the Service Provider covenant that under no conditions will any party or any affiliate file any action against the other (except requests for injunctive or other equitable relief only) in any forum, but instead agree to resolve any disagreement regarding the implementation of the Agreement or an alleged breach by a party by mandatory arbitration. The parties further choose to use Washington Arbitration and Mediation Services (**"WAMS"**) in Seattle, Washington, as the agreed arbitrator in this matter. Each party may request arbitration of any dispute by sending notice to the other party, in writing, of the demand for arbitration.

In the event of any arbitration of a dispute between the parties, the DAO agrees to pre-pay, after notice of arbitration has been sent, $500,000.00 (half-million, $500,000.00 USD) to the Service Provider or to the affiliate's choice. Following arbitration, the arbitrator may award attorney's fees to the prevailing party, including the reimbursement of any attorney's fees that were pre-paid in the dispute.

(n) Entire Agreement. This Agreement (including the exhibits hereto) supersedes any and all other understandings and agreements, either oral or in writing, among the parties with respect to the subject matter hereof and constitutes the sole agreement among the parties with respect thereto, including but not limited to the Original Agreement.

(o) Amendment. This Agreement may not be amended, modified, or revoked, in whole or in part, nor may any provisions be waived, except via a vote occurring through the Dapp.

(p) Securities Laws Matters. THE TOKENS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, STATE SECURITIES LAWS, OR THE LAWS OF ANY COUNTRY OUTSIDE THE UNITED STATES. THEY PROVIDE NO RIGHT TO ANY PROFITS OR LOSSES OF THE DAO, NOR IS THERE A REASONABLE EXPECTATION OF PROFIT FROM BUYING OR RECEIVING THE TOKENS. THE TOKENS ONLY PROVIDE THE HOLDER WITH GOVERNANCE RIGHTS THAT ARE SPECIFICALLY LIMITED IN THIS AGREEMENT.

(q) Communication by Electronic Means. Unless otherwise required by law or by agreement, any notice, vote, consent, petition, or other oral or written communication required or permitted can be delivered by electronic means, provided that, in the case where such communication expressly or impliedly requires the signature of the person submitting the communication, means are in place to reasonably assure the authenticity of the signature, including Cryptographic signatures. For the purposes of notice or any communications pertaining to this Agreement, Members may deliver electronic correspondence, *in addition, to other means,* to 0x5d95baEBB8412AD827287240A5c281E3bB30d27E@ethmail.cc or 0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethmail.cc.

1. The maximum number of 115792089237316195423570985008687907853269984665640564039457584007913129639935.
2. Gnosis Multi-Signature Wallet, `0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6`.

3. The DAO is an unincorporated nonprofit association in the State of Delaware. The DAO has been granted a perpetual, non-exclusive, royalty-free license to source code from DAOLABS, LLC. under specific field of use, DAO operations for non-profit Cryptographic governance.

Edit this page

Exhibit C

Legal Terms of Service

Terms of Service

Last Updated: August 21st, 2022

PLEASE READ THIS TERMS OF SERVICE AGREEMENT (THE "TERMS OF SERVICE") CAREFULLY. THIS SITE AND ANY OTHER WEBSITES OF THE DAO ("DAO"), ITS AFFILIATES OR AGENTS (COLLECTIVELY, THE "SITE") IS CONTROLLED BY THE DAO. THESE TERMS OF USE GOVERN THE USE OF THE SITE AND APPLY TO ALL INTERNET USERS VISITING THE SITE. BY ACCESSING OR USING THE SITE IN ANY WAY, INCLUDING USING THE SERVICES AND RESOURCES AVAILABLE OR ENABLED VIA THE SITE (EACH A "SERVICE" AND COLLECTIVELY, THE "SERVICES"). BY CLICKING ON THE "I ACCEPT" BUTTON, COMPLETING THE REGISTRATION PROCESS, AND/OR BROWSING THE SITE, YOU REPRESENT THAT (1) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF SERVICE, (2) YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT WITH THE DAO, AND (3) YOU HAVE THE AUTHORITY TO ENTER INTO THE TERMS OF USE PERSONALLY OR ON BEHALF OF THE ENTITY YOU HAVE NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF SERVICE. THE TERM "YOU" REFERS TO THE INDIVIDUAL OR LEGAL ENTITY, AS APPLICABLE, IDENTIFIED AS THE USER WHEN YOU REGISTERED ON THE SITE. IF YOU DO NOT AGREE TO BE BOUND BY THE TERMS OF SERVICE, YOU MAY NOT ACCESS OR USE THIS SITE OR THE SERVICES.

PLEASE BE AWARE THAT SECTION 15 (ARBITRATION, OUR DISPUTE RESOLUTION PROCESS) OF THIS AGREEMENT, BELOW, CONTAINS PROVISIONS GOVERNING HOW DISPUTES THAT YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED, INCLUDING, WITHOUT LIMITATION, ANY DISPUTES THAT AROSE OR WERE ASSERTED PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. IN PARTICULAR, IT CONTAINS AN ARBITRATION AGREEMENT WHICH WILL, WITH LIMITED EXCEPTIONS, REQUIRE DISPUTES BETWEEN US TO BE SUBMITTED TO BINDING AND FINAL ARBITRATION. UNLESS YOU OPT OUT OF THE ARBITRATION AGREEMENT: (1) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING; AND (2) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.

Decentralized, Centralized Applications.

DAO applications may be accessed at the following URLs: daolabs.wtf, dao-lawfirm.xyz, movement.xyz, juicebox.wtf, treasury.wtf, tiles.wtf and any services used by the DAO, such as

Discord, Twitter, Instagram and Github.[1]

Parties, Notice addresses.

The parties to this agreement are **you** (user of the DAO's decentralized application) and **the DAO**. For the purpose of electronic communication or other electronic notice you may contact the DAO via its Service Provider at dao-lawfirm.xyz or by email at 0x752515a3A1091b9f1c04416CF79D1F14d2340085@ethmail.cc or 0x5d95baEBB8412AD827287240A5c281E3bB30d27E@ethmail.cc.

Introduction.

Please read these terms of service ("Terms") carefully. These Terms are between you and the DAO (the "DAO," "we," "us," or "our") concerning your use of the **DAO's decentralized application ("DAPP") or websites**, including the sites listed above, other DAO websites, and other websites maintained by the DAO (together the "Site" or "Sites") which may interact with and operate on the Juicebox protocol (the "Juicebox DAO Protocol") currently available on Ethereum via smart contracts ("Smart Contracts").

These Terms apply to you (**"you,"** or **"User"**) as a user of the Site information made available on the Site.

1. By using the Site, you agree to these Terms.

Certain features on the site may be offered while still in "beta" form (**"Services"**). By accepting these Terms or using the Services, You understand and acknowledge that the Services are being provided as a version and made available on an "As Is" or "As Available" basis. The Services may contain bugs, errors, and other problems.

You assume all risks and all costs associated with your use of the DAO services, including, without limitation, any internet access fees, back-up expenses, costs incurred for the use of your device and peripherals, and any damage to any equipment, software, information, or data. In addition, we are not obligated to provide any maintenance, technical support, or other support for the Services.

None of the information, services, or materials offered on the Sites constitute, or are intended to constitute, legal, financial, tax, investment, or other advice, and you should not act or refrain from acting based on any information, services, or materials provided on the Sites. All content on the Sites is information of a general nature and does not address the unique circumstances of any

particular user. You are strongly urged to consult with your own legal, financial, tax, investment, and other advisors as to all legal, financial, tax, and investment-related questions you have.

You must be able to form a legally binding contract online either as an individual or on behalf of a legal entity. You represent that as a User, you have the legal authority to bind the company or other legal entity on the behalf of which you are acting to these Terms, you are at least 18 years old or the age of majority where you reside, whichever is older, you can form a legally binding contract online, and you have the full right, power, and authority to enter into and to comply with the obligations under these Terms on your own behalf, or on behalf of the company or other legal entity on the behalf of which you are acting.

PLEASE NOTE THAT THE AGREEMENT IS SUBJECT TO CHANGE BY THE DAO IN ITS SOLE DISCRETION AT ANY TIME. When changes are made, the DAO will make a new copy of the Terms of Service Agreement available at the Site and any new Supplemental Terms will be made available from within, or through, the affected Service on the Site. We will also update the "Last Updated" date at the top of the Terms of Service Agreement. The DAO may require you to provide consent to the updated Agreement in a specified manner before further use of the Site and/ or the Services is permitted. If you do not agree to any change(s) after receiving a notice of such change(s), you shall stop using the Site and/or the Services. Otherwise, your continued use of the Site and/or Services constitutes your acceptance of such change(s). PLEASE REGULARLY CHECK THE SITE TO VIEW THE THEN-CURRENT TERMS.

As a User, you agree to be bound by any changes, variations, or modifications to our terms of service and your continued use of the Site shall constitute acceptance of any such changes, variations, or modifications.

2. Information of a Legal, Accounting, or Tax Matters.

Any legal, financial, or tax comments within the Sites are provided for informational and illustrative purposes only, and are not intended to constitute legal, financial, tax, or other advice. You should not act or refrain from acting based on any information gleaned from any documents, comments, or instructions within the Sites. The DAO does not endorse or make any representation as to the capabilities of any legal or tax professional or advisors within our Sites (or the Internet), and the provision of contact information is not a recommendation that you hire any such person. Please check with your legal and tax advisors to make the best decisions for your specific circumstances.

3. Risks Involved in the Use of the Smart Contracts.

The DAO protocol runs entirely on publicly accessible smart contracts explained in detail throughout the Juicebox DAO's online documents, currently available at https://info.juicebox.money. The Juicebox DAO's protocol is public infrastructure running well-known code. All consequences from interacting with networks running the protocol are borne by the entities who sign each transaction. The protocol works according to the specifications outlined in these docs to the extent the code is written and deployed correctly, which is a collective responsibility and is not guaranteed. There are major risks that the code is not written and deployed correctly. **Please do your own research.**

4. Source Code Repositories.

No Warranties. The DAO's source code Repository is only a presentation of information regarding certain view points and technologies. The statements contained in the Repository do not provide any advice, representation, warranty, certification, guarantee or promise relating to these technologies, any uses thereof or any of the other matters discussed in the Repository, nor does the Repository provide an offer or agreement to make such technologies available, maintain or update such technologies, or sell or buy any asset or enter into any transaction. You should not rely on the Repository as a basis for making any financial or other decision.

5. Intellectual Property.

The rights granted to you in the Agreement are subject to the following restrictions: (a) you shall not license, sell, rent, lease, transfer, assign, reproduce, distribute, host or otherwise commercially exploit the DAO's Properties or any portion of the DAO's Properties, including the Site; (b) you shall not frame or utilize framing techniques to enclose any trademark, logo, or other DAO Properties (including images, text, page layout or form) of the DAO; (c) you shall not use any metatags or other “hidden text” using the DAO’s name or trademarks; (d) you shall not modify, translate, adapt, merge, make derivative works of, disassemble, decompile, reverse compile or reverse engineer any part of the DAO's Properties except to the extent the foregoing restrictions are expressly prohibited by applicable law; (e) you shall not use any manual or automated software, devices or other processes (including but not limited to spiders, robots, scrapers, crawlers, avatars, data mining tools or the like) to “scrape” or download data from any web pages contained in the Site (except that we grant the operators of public search engines revocable permission to use spiders to copy materials from the Site for the sole purpose of and solely to the extent necessary for creating publicly available searchable indices of the materials, but not caches or archives of such materials); (f) except as expressly stated herein, no part of the DAO's Properties may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; and (h) you shall not remove or destroy any copyright notices or other proprietary markings contained on

or in the DAO's Properties. Any future release, update or other addition to the DAO's Properties shall be subject to the Agreement. The DAO, its suppliers and Service Providers reserve all rights not granted in the Agreement. Any unauthorized use of any the DAO's Property terminates the licenses granted by the DAO pursuant to the Agreement.

1. The DAO Properties. Except with respect to Your Content and User Content, you agree that the DAO and its suppliers own all rights, title and interest in the DAO Properties. You will not remove, alter or obscure any copyright, trademark, service mark, or other proprietary rights notices incorporated in or accompanying any of the DAO Properties.

2. Your Content. The DAO does not claim ownership of Your Content. However, when you as a Registered User post or publish Your Content on or in the DAO Properties, you represent that you own and/or have a royalty-free, perpetual, irrevocable, worldwide, non-exclusive right (including any moral rights) and license to use, license, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, derive revenue or other remuneration from, and communicate to the public, perform and display Your Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any worldwide intellectual property right that may exist in Your Content.

3. License to Your Content. Subject to any applicable account settings that you select, you grant the DAO a fully paid, royalty-free, perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable right (including any moral rights) and license to use, license, distribute, reproduce, modify, adapt, publicly perform, and publicly display Your Content (in whole or in part) for the purposes of operating and providing the DAO Properties to you and to our other Registered Users. Please remember that other Registered Users may search for, see, use, modify and reproduce any of Your Content that you submit to any "public" area of the DAO Properties. You warrant that the holder of any worldwide intellectual property right, including moral rights, in Your Content, has completely and effectively waived all such rights and validly and irrevocably granted to you the right to grant the license stated above. You agree that you, not the DAO, are responsible for all of Your Content that you Make Available on or in the DAO Properties. Any Content posted by you in your profile may not contain nudity, violence, sexually explicit, or offensive subject matter as determined by the DAO in its sole discretion. You may not post or submit for print services a photograph of another person without that person's permission.

6. The Decentralized Application.

The DAO provides access to a DAPP, a decentralized finance application, (**"Application"**) on the Ethereum blockchain that allows individuals to contribute Ethereum assets including Ethereum, ERC-

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20, ERC-721, and other Ethereum-based assets (**"Cryptocurrency Assets"**) to the DAO Treasury as contributions. The Application may be configured as to emit project tokens (**"Project Tokens"**) which may or may not have utility. The Application spans a front-end application, middleware (including Interplanetary File System metadata, Graph indexers, Blocknative API functions, Infura services, Cloud Functions, etc.) and an array of Ethereum smart contracts - the user is required to authorize the execution of the Smart Contracts when interacting with their wallet at all times.

Using the DAO protocol may require that you pay a fee, such as gas fees on the Ethereum network, to perform a transaction. You acknowledge and agree that the DAO has no control over any transactions among Users over the DAO's protocol, or the method of payment of any such transactions or any actual payments of such transactions. Accordingly, you must ensure that you have a sufficient balance of the applicable cryptocurrency tokens stored at your DAO protocol-compatible wallet address (**"Cryptocurrency Wallet"**) to complete any such transaction on the DAO protocol or the Ethereum network before initiating such a transaction.

7. Access to the DAO Application.

Access to the Site is provided on an "AS IS" and "as available" basis only. We do not guarantee that the Site, or any content on it, will always be available or uninterrupted. From time to time, access may be interrupted, suspended, or restricted, including because of a fault, an error, or unforeseen circumstances, or because we are carrying out planned maintenance. With regards to the Sites; We reserve the right to limit the availability of the Site to any person, geographic area or jurisdiction we so desire and/or to terminate your access to and use of the Site, at any time and in our sole and absolute discretion. We may remove or amend the content of the Site at any time. Some of the Site content may be out of date at any given time and we are under no obligation to update it. We do not guarantee that the Site, or any content on it, will be free from errors or omissions.

We will not be liable to you for any loss or damage you may suffer as a result of the Site being unavailable at any time for any reason. You will comply with all applicable domestic and international laws, statutes, ordinances and regulations applicable to your use of the Site.

Registering Your Account. In order to access certain features of the DAO's Properties you may be required to become a Member. For purposes of the Agreement, a Member is also a "Registered User", which is a user who has registered an account on the Site ("Account"), and has a valid account on a third party service through which the user has connected to the Site (each such account, a "Third-Party Account").

As a condition to accessing or using the Site, you will:

1. only use the Site in accordance with these Terms;
2. ensure that all information that you provide on the Site is current, complete, and accurate;
3. ensure compliance with all U.S. Securities laws; and
4. maintain the security and confidentiality of access to your Cryptocurrency Wallet address.

You acknowledge that all Content, including DAO Properties, is the sole responsibility of the party from whom such Content originated. This means that you, and not the DAO, are entirely responsible for all Content that **you upload, post, e-mail, transmit or otherwise make available ("Make Available")** through the DAO Properties ("Your Content"), and that you and other Registered Users of DAO Properties, and not DAO, are similarly responsible for all Content that you and they Make Available through the DAO Properties ("User Content").

You acknowledge that the DAO has no obligation to pre-screen Content (including, but not limited to, User Content), although the DAO reserves the right in its sole discretion to pre-screen, refuse or remove any Content. By entering into the Agreement, you hereby provide your irrevocable consent to such monitoring. You acknowledge and agree that you have no expectation of privacy concerning the transmission of Your Content, including without limitation chat, text, or voice communications. In the event that the DAO pre-screens, refuses or removes any Content, you acknowledge that the DAO will do so for the DAO's benefit, not yours. Without limiting the foregoing, The DAO shall have the right to remove any Content that violates the Agreement or is otherwise objectionable.

As a condition to accessing or using the Site, you will not:

1. violate any applicable law, including, without limitation, any relevant and applicable anti-money laundering and anti-terrorist financing laws as well as any relevant and applicable privacy and data collection laws, in each case as may be amended;
2. export, reexport, or transfer, directly or indirectly, any DAO technology in violation of applicable export laws or regulations;
3. infringe on or misappropriate any contract, intellectual property or other third-party right, or commit a tort while using the Site;
4. make commercial use of the Site or any of its content without our express written permission;
5. misrepresent the truthfulness, sourcing or reliability of any content on the Site;
6. use the Site or its content to simulate communications from us or another service or entity in order to collect identity information, authentication credentials, or other information (known as 'phishing');

7. use the Site in any manner that could interfere with, disrupt, negatively affect, or inhibit other users from fully enjoying the Site or the DAO protocol, or that could damage, disable, overburden, or impair the functioning of the Site or the DAO protocol in any manner;
8. attempt to circumvent any content filtering techniques or security measures that DAO employs on the Site, or attempt to access any service or area of the Site that you are not authorized to access;
9. use any robot, spider, crawler, scraper, or other automated means or interface not provided by us, to access the Site to extract data;
10. introduce any malware, virus, Trojan horse, worm, logic bomb, drop-dead device, backdoor, shutdown mechanism or other harmful material into the Site;
11. **post content or communications on the Site that are, in our sole and absolute discretion, libelous, defamatory, profane, obscene, pornographic, sexually explicit, indecent, lewd, vulgar, suggestive, harassing, hateful, threatening, offensive, discriminatory, bigoted, abusive, inflammatory, fraudulent, deceptive, or otherwise objectionable;**
12. post content on the Site containing unsolicited promotions, commercial messages, or any chain messages or user content designed to deceive or trick the user of the Site; or
13. encourage or induce any third party to engage in any of the activities prohibited under these Terms.

You acknowledge that the Site and your use of the Site contain certain risks, including, without limitation, the following risks:

1. that any Smart Contracts you interact with are entirely your own responsibility and liability;
2. that at any time, your access to your Cryptocurrency Assets may be suspended or terminated or there may be a delay in your access or use of your Cryptocurrency Assets which may result in the Cryptocurrency Assets diminishing in value or you being unable to complete a transaction or interact with a Smart Contract; and
3. That the Site and/or application may be suspended or terminated for any or no reason, which may limit your access to your Cryptocurrency Assets.

Accordingly, you expressly agree that:

1. you assume all risks in connection with your access and use of the Site, the DAO Application and the Smart Contracts; and
2. you expressly release the DAO and our contributors, Members, and affiliates, and hold them harmless from and against any and all liability, claims, causes of action, losses, expenses, or damages (whether arising in law or equity, including but not limited to special, consequential,

indirect, punitive, and exemplary damages, and including but not limited to economic loss, business disruption, and/or attorney's fees) arising from or in any way related to the Site, the Application, and/or the Smart Contracts. You expressly waive all such claims against the Releases.

Feedback. You agree that submission of any ideas, suggestions, documents, and/or proposals to the DAO through its suggestion, feedback, wiki, forums (e.g. Discord or Snapshot), or similar pages ("Feedback") is at your own risk and that the DAO has no obligations (including without limitation obligations of confidentiality) with respect to such Feedback. You represent and warrant that you have all rights necessary to submit the Feedback. You hereby grant to the DAO a fully paid, royalty-free, perpetual, irrevocable, worldwide, non-exclusive, and fully sublicensable right and license to use, reproduce, perform, display, distribute, adapt, modify, re-format, create derivative works of, and otherwise commercially or non-commercially exploit in any manner, any and all Feedback, and to sublicense the foregoing rights in connection with the operation and maintenance of the DAO Properties and/or the DAO's purpose.

Export control. You may not use, export, import, or transfer the DAO DAPP except as authorized under U.S. law and the laws of the jurisdiction in which you obtained the DAO property (DAPP or Site), and any other applicable laws. In particular, but without limitation, the DAO properties may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the DAO DAPP, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the DAO DAPP for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by the DAO are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer DAO DAPP products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

8. Securities Law Matters.

ANY GOVERNANCE TOKENS RECEIVED BY MEMBERS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION, ANY STATE

SECURITIES COMMISSION, OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON THE MERITS OF THIS OFFERING OR UPON THE ACCURACY OR ADEQUACY OF THIS AGREEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THIS DOCUMENT DOES NOT CONSTITUTE AN OFFER OR SOLICITATION TO ANYONE IN ANY JURISDICTION IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED.

ANY GOVERNANCE TOKENS THAT YOU MAY ACQUIRE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT, STATE SECURITIES LAWS, OR THE LAWS OF ANY COUNTRY OUTSIDE THE UNITED STATES. THE DAO'S POSITION IS THAT THE DAO'S GOVERNANCE TOKENS SHOULD NOT BE CONSIDERED OR REGARDED AS SECURITIES AS THE PURPOSE OF THE DAO IS TO PROVIDE A BLOCKCHAIN NATIVE TREASURY MANAGEMENT APPLICATION AND THE DAO TOKENS PROVIDE NO RIGHTS TO ANY DISTRIBUTION OR PROFITS, AND ARE NON-TRANSFERABLE AS DETAILED IN THE TERMS OF USE.

"Not an Invitation to Invest or Purchase."

The information contained on the DAO Properties is not an invitation or solicitation to invest in or purchase any cryptocurrency or NFTs or to invest in the shares or other products or services or otherwise deal in these or enter into a contract with the DAO, any cryptocurrency marketplace or any other company. The information provided herein should not be relied upon in connection with any investment decision. No reliance should be placed on any statements, rankings or ratings on the DAO Properties, whether for investment purposes or otherwise.

9. OFAC Compliance.

The U.S. Department of Treasury, through the Office of Foreign Assets Control ("OFAC"), prohibits U.S. companies from engaging in all or certain commercial activities with certain sanctioned countries (each a "Sanctioned Country") and certain individuals, organizations, or entities, including, without limitation, certain "Specially Designated Nationals" ("SDN") listed by OFAC. **If you use the Site, you expressly represent that you are not located in a Sanctioned Country and are not listed as an SDN. If the DAO determines that the Site is being used by prohibited persons, it will take any and all actions to terminate that User's access to the Site.**

10. Third Party Links.

The Site may contain hyperlinks or references to third party websites. Any such hyperlinks or references are provided for your information and convenience only. We have no control over third party websites and accept no legal responsibility for any content, material, or information contained

in them. The display of any hyperlink and reference to any third-party website does not mean that we endorse that third party's website, products, or services. Your use of a third-party site may be governed by the terms and conditions of that third-party site.

11. Privacy Policy.

Certain areas of the Site or Application, including any and all interactions with the Ethereum blockchain, record your Cryptocurrency address and details of the transactions you authorize. You understand that transactions, including parties you transact with, specific Cryptocurrency Assets you hold, including unique ENS domain NFTs, third-party NFTs, the Cryptocurrency address, metadata associated with any Smart Contract such as the executing function, its arguments (or parameters) will contain in aggregate information which *may* identify you personally.

The Ethereum blockchain transactions are not temporary or transient, but are permanently and permissionlessly accessible. The DAO, its contributors, and its affiliates are not engaged in profiling activities whatsoever; however, *any other* third party, including government agencies and/or foreign adversaries, will have unfettered access to all of your transactions on the blockchain forever.

Your authorization of transactions with your Cryptocurrency address, using Cryptocurrency Tokens, will result in the indelible dissemination of information to the Ethereum blockchain. Notwithstanding, the Application, handles as little personal information as possible, only your Cryptographic address. With regards to transaction with the Application, including any payments or transfer of funds, any information you provide to the payment vendors we do not retain, have access to or control; your authorization of any payment or execution of transactions you provide to the site is voluntary, and final.

Additionally, the Sites may employ Fathom Analytics for website traffic analytics, which doesn't use cookies and complies with the GDPR, ePrivacy (including PECR), COPPA and CCPA. The decision to potentially use this privacy-friendly analytics software, was in large part to ensure your IP address is only briefly processed by this 3rd party, and the DAO and the Site have no way of identifying you (aside from the aforementioned indelible entire history of Cryptographic transactions). As per the CCPA, your personal information is de-identified.

The purpose of the DAO potentially using Fathom Analytics is to understand the Application website traffic in the most privacy-friendly way possible so that the DAO can continually improve the Application. The lawful basis as per the GDPR is "Article 6(1)(f); where our legitimate interests are to improve our website and business continually." Additionally, the DAO and its contributors have no interest in collecting this information.

12. Disclaimers; Limitation of Liability.

YOU EXPRESSLY AGREE THAT ACCESS TO AND USE OF THE SITE IS AT YOUR SOLE RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE (EXCEPT ONLY TO THE EXTENT PROHIBITED UNDER THE LAWS APPLICABLE TO TERMS OF SERVICE WITH ANY LEGALLY REQUIRED WARRANTY PERIOD TO THE SHORTER OF THIRTY DAYS FROM FIRST USE OR THE MINIMUM PERIOD REQUIRED). WITHOUT LIMITING THE FOREGOING, NEITHER THE DAO NOR ITS AFFILIATES OR SUBSIDIARIES, OR ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, ATTORNEYS, THIRD-PARTY PROVIDERS, DISTRIBUTORS, LICENSEES, LICENSORS, SUCCESSORS, OR ASSIGNS (COLLECTIVELY, "DAO PARTIES") WARRANT THAT THE SITE WILL BE UNINTERRUPTED, BUG-FREE, OR ERROR-FREE, AND NONE OF THE DAO PARTIES WARRANT THAT SMART CONTRACTS ARE MERCHANTABLE, FIT FOR ANY PARTICULAR PURPOSE, AND/OR RECOGNIZED BY ANY PARTICULAR JURISDICTION(S).

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DISCLAIMERS OF LIABILITY CONTAINED HEREIN APPLY TO ANY AND ALL DAMAGES, LOSSES AND/OR INJURY WHATSOEVER CAUSED BY OR RELATED TO USE OF, OR INABILITY TO USE, THE SERVICES UNDER ANY CAUSE OR ACTION WHATSOEVER OF ANY JURISDICTION, INCLUDING, WITHOUT LIMITATION, ACTIONS FOR BREACH OF WARRANTY, BREACH OF CONTRACT AND/OR TORT (INCLUDING NEGLIGENCE). THE DAO PARTIES SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE AND/OR CONSEQUENTIAL DAMAGES IN ANY WAY WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SITE. YOU FURTHER SPECIFICALLY ACKNOWLEDGE THAT THE DAO PARTIES ARE NOT LIABLE, AND YOU AGREE NOT TO SEEK TO HOLD THE DAO PARTIES LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING OTHER USERS OF THE SITE AND OPERATORS OF EXTERNAL WEBSITES, AND THAT THE RISK OF THE SITE AND EXTERNAL WEBSITES AND OF INJURY FROM THE FOREGOING RESTS ENTIRELY WITH YOU.

IN THE EVENT THAT A COURT AND/OR ARBITRATOR(S) OF COMPETENT JURISDICTION HOLDS THAT ANY DAO PARTY IS LIABLE TO YOU (FOR EXAMPLE AND WITHOUT LIMITATION, BECAUSE ANY RELEASE OR WAIVER HEREUNDER IS FOUND TO BE VOID OR OTHERWISE UNENFORCEABLE, OR BECAUSE ANY CLAIMS ARE FOUND TO BE OUTSIDE THE SCOPE OF ANY SUCH RELEASE OR WAIVER), UNDER NO CIRCUMSTANCES WILL ANY OF THE DAO PARTIES BE LIABLE TO YOU IN THE AGGREGATE FOR MORE THAN THE AMOUNT YOU HAVE PAID THE **DAO DIRECTLY ARISING FROM YOUR CONTRIBUTION TO THE DAO** IN THE THIRTY (30) DAYS IMMEDIATELY PRECEDING THE DATE ON WHICH YOU FIRST ASSERT ANY SUCH CLAIM, WHETHER SUCH LIABILITY IS BASED ON

BREACH OF WARRANTY, BREACH OF CONTRACT OR TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

We do not guarantee that the Site will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programs and platform in order to access the Site. You should use your own virus protection software.

We cannot promise that the use of the Site, or any content taken from the Site, will not infringe the rights of any third party.

Certain content and materials available on the Site are for informational purposes only and are not intended to address your particular requirements. In particular, the content and materials available on the Site do not constitute any form of advice or recommendation by us, should not be regarded as an offer, solicitation, invitation or recommendation to buy or sell investments, securities or any other financial services and are not intended to be relied upon by you in making any specific investment or other decisions. We recommend that you seek independent advice from your own financial advisors and legal counsel before making any such decision.

Nothing included in the Site constitutes an offer or solicitation to sell, or distribution of, investments and related services by the DAO to anyone in any jurisdiction.

You may only participate with Smart Contracts on the Site by linking your Cryptocurrency Wallet on supported bridge extensions such as MetaMask (currently available at https://metamask.io/). MetaMask is an electronic wallet that allows you to purchase, store, and engage in transactions using Ethereum cryptocurrency. Before putting your Cryptocurrency Asset into a Smart Contract, you will be required to download a supported electronic wallet extension and connect and unlock your Cryptocurrency Wallet with that extension.

ALL TRANSACTIONS INITIATED THROUGH OUR SERVICE ARE FACILITATED AND RUN BY THIRD-PARTY ELECTRONIC WALLET EXTENSIONS, AND BY USING OUR SERVICES YOU AGREE THAT YOU ARE GOVERNED BY THE TERMS OF SERVICE AND PRIVACY POLICY FOR THE APPLICABLE EXTENSIONS. FOR METAMASK, THOSE TERMS ARE AVAILABLE AT https://metamask.io/terms.html AND https://metamask.io/privacy.html.

13. Indemnification.

You agree to indemnify and hold the DAO and its parents, subsidiaries, affiliates, officers, employees, agents, partners, suppliers, and licensors (each, a "DAO Party" and collectively, the "DAO Parties") harmless from any losses, costs, liabilities, and expenses (including reasonable attorneys' fees) relating to or arising out of any and all of the following: (a) Your Content; (b) your use of, or inability to use, any DAO Property; (c) your violation of the Agreement; (d) your violation of any rights of another party, including any Registered Users; or (e) your violation of any applicable laws, rules, or regulations. The DAO reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with the DAO in asserting any available defenses. This provision does not require you to indemnify any of the DAO Parties for any unconscionable commercial practice by such party or for such party's fraud, deception, false promise, misrepresentation, or concealment, or suppression or omission of any material fact in connection with the Website or any Services provided hereunder. You agree that the provisions in this section will survive any termination of your Account, the Agreement, and/or your access to the DAO Properties.

14. Arbitration.

Informal Negotiations. To expedite resolution and control the cost of any dispute, controversy or claim arising under or related to your account, the DAO protocol or Application, the Site, these Terms, or any other transaction involving you and the DAO, whether in contract, warranty, misrepresentation, fraud, tort, intentional tort, statute, regulation, ordinance, or any other legal or equitable basis (or the breach, termination, enforcement, interpretation or validity thereof) (**"Dispute"**), you and the DAO agree to first attempt to negotiate any Dispute (except those Disputes expressly provided below) informally for at least ninety (90) days before initiating any arbitration. Such informal negotiations commence upon written notice from one person to the other. You should send your notice in an appropriate Discord channel via https://discord.gg/movexyz or via a message on https://chat.blockscan.com addressed to the DAO Gnosis multi-signature address 0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6 (**"Notice Address"**). The DAO will send its notice to you by the Discord handle provided by you in connection with the aforementioned notice or to the Cryptographic address used in connection with the Application via the aforementioned https://chat.blockscan.com/.

Binding Arbitration. If you and the DAO are unable to resolve a Dispute through informal negotiations, either you or the DAO may elect to have the Dispute (except those Disputes expressly excluded below) finally and exclusively resolved by confidential binding arbitration, and not in a class, representative or consolidated action or proceeding. In such event, these Terms memorialize a transaction in interstate commerce; (i) the Federal Arbitration Act (9 U.S.C. § 1, et seq.) governs the

interpretation and enforcement of this Section; and (ii) this Section shall survive termination of these Terms.

Any election to arbitrate by one party shall be final and binding on the other, and your grounds for appeal are limited. YOU UNDERSTAND THAT ABSENT THIS PROVISION, YOU WOULD HAVE THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitrator may award you the same damages and relief as a court sitting in proper jurisdiction could, and may award declaratory or injunctive relief. In addition, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website. The determination of whether a Dispute is subject to arbitration shall be governed by the Federal Arbitration Act. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, you will pay all arbitration fees and expenses. The arbitration may be conducted, at the option of the claimant, either in person or by video conference. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by a party. The arbitrator must follow applicable law, and any award may be challenged within a reasonable period of time (not to exceed 30 days) if the arbitrator fails to do so. Except as otherwise provided in this Agreement, you and the DAO may litigate in court to compel arbitration, stay proceedings pending arbitration or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator. Judgment upon any award rendered by the arbitrator(s) may be entered and enforcement obtained thereon in any court having jurisdiction. All arbitration proceedings shall be closed to the public and confidential and all records relating thereto shall be permanently sealed, except as necessary to obtain court confirmation of the arbitration award. Each party shall have the right to participate by video conference in order to minimize travel and expense burdens. Subject to the terms and conditions of these Terms, the arbitrator shall have authority to grant any form of appropriate relief, whether legal or equitable in nature, including specific performance.

Restrictions/No Class Actions. You and the DAO agree that any claim brought in connection with a Dispute, whether resolved through arbitration or not, will be brought between the DAO and you individually, and that you may not assert any such claim against the DAO as plaintiff or class Member in any purported class or representative proceeding. To the fullest extent permitted by law, (1) no arbitration shall be joined with any other; (2) no Dispute between you and the DAO is to be

arbitrated on a class-action basis or will utilize class action procedures; and (3) you may not bring any Dispute in a purported representative capacity on behalf of the general public, other Users of the Site or any other persons. If this specific provision is determined to be unenforceable, then the entirety of this Arbitration section will be null and void.

Exceptions to Informal Negotiations and Arbitration. You and the DAO agree that the following Disputes are not subject to the above provisions concerning informal negotiations and binding arbitration:

(1) any Disputes seeking to enforce or protect, or concerning the validity of, any of your or the DAO's intellectual property rights; and (2) any claim for injunctive relief.

Effect of Changes on Arbitration. Notwithstanding the provisions of these Terms, if the DAO changes any of the terms of this Arbitration section after the date you first accepted these Terms (or accepted any subsequent changes to these Terms), you may reject any such change by sending us written notice (including by electronic mail to the aforementioned Notice Address via https://chat.blockscan.com/) within 30 days of the date such change became effective, as indicated in the "Last Updated" date above or in the date of the DAO's email to you notifying you of such change (whichever is earlier). By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and the DAO in accordance with the terms of this Arbitration section as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms.

Small Claims Court. Notwithstanding the foregoing, you may bring an individual action in the small claims court of your state or municipality if the action is within that court's jurisdiction and is pending only in that court.

Release. You hereby release the DAO, affiliates, Service Provider, and their successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the DAO DAPP, including but not limited to, any use of any information, ratings, rankings, scores, tips, or advice Made Available via the DAO DAPP and any reliance thereon, of any kind arising in connection with or as a result of the Agreement or your use of the DAO DAPP. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights, and actions of any kind, including personal injuries, death, or property damage for any unconscionable commercial practice

by a DAO Party or for such party's fraud, deception, falsehood, promise, misrepresentation, or concealment, suppression, or omission of any material fact in connection with the DAPP or the DAO Site or any Services provided hereunder.

15. Governing Law.

These Terms and all aspects of your use of the Site shall be governed by and construed in accordance with the internal laws of the *United States and the State of Delaware* governing contracts entered into and to be fully performed in *Delaware* (i.e., without regard to conflict of law's provisions) regardless of your location except that the Arbitration section above shall be governed by the Federal Arbitration Act. For the purpose of any judicial proceeding to enforce an arbitration award or incidental to such arbitration or to compel arbitration, or if for any reason a claim proceeds in court rather than in arbitration, you hereby submit to the non-exclusive jurisdiction of the state and Federal courts sitting in *Georgetown, Delaware*, and agree that service of process in such arbitration or court proceedings shall be satisfactorily made upon a party if sent by certified, express or registered mail addressed to it at the address set forth in the books and records of the DAO, or if no such address has been provided, by email to the email address, or by notice via Discord, or by the aforementioned chat to the Notice Address provided by the relevant party to the DAO in connection with its use of the Site. With respect to any Disputes not subject to informal dispute resolution or arbitration (as set forth above), you agree not to commence or prosecute any action in connection therewith other than in the state and Federal courts located in *Georgetown, Delaware*, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and Federal courts located in *Georgetown, Delaware*. To the extent non-U.S. laws mandate a different approach with respect to governing law, venue, statute of limitation, and dispute resolution method with respect to certain non-U.S. persons, each such required standard shall be applied, but all other provisions under this section shall remain in full force.

16. General.

If any clause or part of any clause of these Terms is found to be void, unenforceable or invalid, then it will be severed from these Terms, leaving the remainder in full force and effect, provided that the severance has not altered the basic nature of these Terms.

No single or partial exercise, or failure or delay in exercising any right, power or remedy by us shall constitute a waiver by us of, or impair or preclude any further exercise of, that or any right, power or remedy arising under these terms and conditions or otherwise.

If any of the provisions in these Terms are found to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder shall continue in full force and effect.

The DAO shall not be liable for any unforeseeable event beyond its reasonable control not caused by its fault or negligence (each, a "force majeure event"), which causes the DAO to be unable to perform its obligations under these Terms, and which it has been unable to overcome by the exercise of its due diligence, provided that the DAO shall use reasonable efforts to avoid or remove such causes of nonperformance, shall suspend performance only for such period of time as is necessary as a result of such force majeure event and shall resume performance as quickly as reasonably possible.

All disclaimers, indemnities and exclusions in these Terms shall survive termination of the Terms and shall continue to apply during any suspension or any period during which the Site is not available for you to use for any reason whatsoever.

These Terms and the documents referred to in them set out the entire agreement between you and us with respect to your use of the Site, the DAO and the services provided via the Site and supersede any and all prior or contemporaneous representations, communications or agreements (written or oral) made between you or us.

17. Contacting Us.

Should you have any question about these Terms, or wish to contact us for any reason whatsoever, please do so by sending a message to the DAO's Discord public channels, or by sending a message via https://chat.blockscan.com/ addressed to the Notice Address eth:0x143cC0A996De329C1C5723Ee4F15D2a40c1203c6, which has been provided for convenience, or to the above referenced Service Provider notice address.

[1]: Additional domains include: *dao-advice.xyz, dao-advisors.xyz, move.xyz, movementdao.org, movementdao.xyz, movementdao.wtf, mvmtdao.xyz, themovementdao.xyz, bannymart.xyz, bannyverse.xyz, juicebox.beer, juicebox.builders, juicebox.cafe, juicebox.cash, juicebox.click, juicebox.cash, juicebox.coffee, juicebox.cool, juicebox.directory, juicebox.domains, juicebox.engineering, juicebox.fund, juicebox.fyi, juicebox.lol, juicebox.miami, juicebox.monster, juicebox.name, juicebox.page, juicebox.plus, juicebox.wtf, treasury.wtf, treasuries.wtf, tiles.wtf*

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Exhibit D

Code of Conduct

This is the Code of Conduct for DAO and its Community. Some terms used in this document have specific meanings, and are defined in the Definitions.

Community.

Before being admitted as a DAO Member, each individual must accept the DAO's Code of Conduct, the DAO's Community Enforcement Guidelines, the DAO's Guiding Principals, and the DAO's Terms of Service.

In the event of a breach of the Code of Conduct, or a breach of any applicable terms and conditions, the DAO reserves the right to remove the associated DAO Member(s) without notice.

Views, statements and opinions expressed by a DAO Member do not necessarily reflect the opinions of the DAO Association or any of its affiliated entities, and shall be considered individual and personal statements of that DAO Member. The DAO shall not in any case be held responsible for any views, statements or opinions of any kind expressed by the DAO Member.

Every Member must act and interact in ways that contribute to an open, welcoming, diverse, and inclusive Community. By participating in the Community, every Member agrees to make our Community a harassment-free experience for everyone regardless of age, body size, visible or invisible disability, ethnicity, sex, gender identity and expression, level of experience, education, socio-economic status, nationality, personal appearance, race, religion, or sexual identity and orientation. Any behavior contrary to this spirit of tolerance is unacceptable, and those acting in such a way will be immediately excluded from the Dapp, and prevented from any and all privileges granted to DAO Members.

Community Standards.

Examples of behavior that contributes to a positive environment for our Community include:

- Honesty.

- Prioritizing education; learning by doing.
- Demonstrating empathy and kindness.
- Being respectful.
- Giving and accepting feedback.
- Accepting responsibility. Owning mistakes, and learning from them.
- Focusing on what is best for the Community.
- Stewards of the Community and its wishes.

We are committed to Personal Integrity, Excellence, Teamwork, Inspiration to the Community Members. We are Responsible to our Community Members, Ourselves, Each Other, and to our Partners, Colleagues, and the Community we serve.

Examples of unacceptable behavior include:

- The use of sexualized language or imagery, and sexual attention or advances of any kind.
- Trolling, insults, derogatory comments, and personal or political attacks.
- Harassment.
- Publishing others' private information (NCC and/or PII) without their explicit consent.
- Giving any type of financial advice.
- Other conduct which could reasonably be considered inappropriate in a professional setting.
- Unauthorized use of the DAO's Cryptographic keys to sign any transaction which has not been ratified by the DAO's governance process.

Community Enforcement Guidelines.

DAO Members will follow the Community Impact and Enforcement Guidelines listed below in determining the consequences for any action they deem to be in violation of the Code of Conduct:

1. Correction.

Transgression: The use of inappropriate language or other unprofessional or unwelcome behavior.

Consequence: Deletion or removal of the content in question, along with a communication of which rule was violated and how to avoid such violations in the future.

2. Warning.

Transgression: A violation of the DAO's Code of Conduct, either through a single incident or a series of actions.

Consequence: A warning describing the consequences for continued inappropriate behavior. No interaction shall take place with the people involved (including unsolicited interaction with those enforcing the Code of Conduct) for 72 hours. This includes interactions in Community spaces, as well as interactions through external channels like Telegram, Discord, Reddit, a Community Forum, or another platform. Violating these terms may lead to a temporary or permanent ban.

3. Temporary Ban.

Transgression: A serious violation of Community standards, including sustained inappropriate behavior.

Consequence: A temporary ban from any sort of interaction or communication with the Community for 168 hours. No interaction shall take place with the people involved (including unsolicited interaction with those enforcing the Code of Conduct) during this period. Violating these terms may lead to a permanent ban.

4. Permanent Ban.

Transgression: Demonstrating a pattern of violating Community standards, including sustained inappropriate behavior, harassment, aggression, or disparagement towards individuals or classes of individuals.

Consequence: Permanent removal from any sort of interaction or public communication with the Community for an indefinite period of time. If an individual has alternate accounts, those may be removed as well. No public or private interaction with the people involved (including unsolicited interaction with those enforcing the Code of Conduct) shall take place during this period.

5. Compulsory Withdrawal.

Transgression: A violation of the DAO's Code of Conduct, the DAO's Community Impact and Enforcement Guidelines, or the DAO's Guiding Principals § 6(d): *Withdrawal Rights; Compulsory Withdrawal; Non-Disparagement* shall result in a permanent ban.

Consequence: The DAO Member shall be removed from the Dapp and prevented from any and all privileges granted to Members. Referral to the DAO's Service Provider to initiate the Guiding Principal's Compulsory Withdrawal § 6(b) proceedings.

Other.

Notwithstanding the above Community standards and enforcement guidelines, the DAO and its Service Provider reserve the right to exclude any participant of the Dapp in case of breach of the Code of Conduct or any applicable terms and conditions.

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Exhibit E

Definitions

A "51% attack" is a type of attack on a decentralized network whereby a group gains control of the majority of nodes. A 51% attack would such a group to defraud the blockchain by reversing transactions and "double spending" Ether and other tokens.

An "Account" is an object containing an address, balance, nonce, and optional storage and code. An account can be a contract account or an externally owned account (EOA).

"Act" or "The Act" refers to the Delaware Uniform Unincorporated Nonprofit Association Act, Del. Code Ann. Tit. 6, §§ 1901-1916 inclusive.

"Address" most generally, represents an EOA or contract that can receive ("destination address") or send ("source address") transactions on the blockchain. More specifically, it is the rightmost 160 bits of a Keccak hash of an ECDSA public key.

"Affiliate" means, with respect to any Person, any other Person controlling, controlled by, or under common control with such Person; in such context, "control" means the possession, directly or indirectly, of the power to direct the management or policies of another, whether through the ownership of voting securities, by contract, or otherwise.

"Agreement" or "The Agreement" refers to the Guiding Principles Agreement of the DAO.

"Allow Minting Tokens", "Allow Changing Tokens", "Allow Setting Terminals", "Allow Setting the Controller", "Allow Terminal Migrations", and "Allow Controller Migration" each refer to different Juicebox protocol functions which Juicebox Projects can enable or disable each Funding Cycle. By default, these functions are disabled.

"Amendments" conveys that any provision of this Charter may be amended, waived or modified only upon a vote in favor of such amendment, waiver or modification by the DAO Members through the Designated Smart Contract.

"Application Binary Interface (ABI)" is the standard way to interact with contracts in the Ethereum ecosystem, both from outside the blockchain and for contract-to-contract interactions.

"Audit" refers to a testing process for potential security improvements or other improvements to a new token, project, product, or offering, or for potential improvements to an existing token, project, product, or offering. Testing networks ("Testnets" or "Test nets") can be used to test the viability and vulnerability of new ideas, concepts, code, and processes before those ideas, concepts, code, or processes are deployed to other networks.

"Ballot" or "Reconfiguration Ballot" refers to Ethereum Smart Contracts which adhere to `IJBFundingCycleBallot`. Ballots specify the conditions that must be met for any proposed funding cycle reconfiguration to take effect. A Ballot can be written to incorporate strict community voting requirements in order to make funding cycle changes, or to simply add a required buffer period between when a change is proposed and when it can take effect.

"Ballot Redemption Rate" refers to a custom Redemption Rate (See Redemption Rate) which overrides the typical Redemption Rate if a Reconfiguration Ballot is currently active.

"Claim" means any past, present, or future dispute, claim, controversy, demand, right, obligation, liability, action, or cause of action of any kind or nature.

"Consensus Attack" refers to an attack that: (i) is undertaken by or on behalf of a block producer who controls, or a group of cooperating block producers who collectively control a preponderance of the means of block production on the Designated Blockchain Network; and (ii) has the actual or intended effect of: (A) reversing any transaction made to or by the Designated Smart Contract after Confirmation of such a transaction, including any "double spend" attack having or intended to have such effect; or (B) preventing inclusion in blocks or Confirmation of any transaction made to or by the Designated Smart Contract, including any "censorship attack," "transaction withholding attack" or "block withholding attack" having or intended to have such effect.

"Consensus Rules" means the rules for transaction validity, block validity, and determination of the canonical blockchain that are embodied in the Designated Client.

"Confirmation" of a transaction shall be deemed to have occurred if and only if such transaction has been recorded in accordance with the Consensus Rules in a valid block whose hashed header is referenced by at least 30 subsequent valid blocks on the Designated Blockchain.

"Construction": Any rule of construction to the effect that ambiguities are to be resolved against the drafter shall not be applied in the construction or interpretation of this Charter. This Charter constitutes the entire agreement among the DAO Members with respect to the subject matter

hereof and supersedes all prior agreements and understandings, both written and oral, among the DAO Members with respect to the subject matter hereof.

"Contract" means any: (i) written, oral, implied by course of performance or otherwise or other agreement, contract, understanding, arrangement, settlement, instrument, warranty, license, insurance policy, benefit plan or legally binding commitment or undertaking; or (ii) any representation, statement, promise, commitment, undertaking, right or obligation that may be enforceable, or become subject to an Order directing performance thereof, based on equitable principles or doctrines such as estoppel, reliance, or quasi-contract.

"DAO" means Decentralized Autonomous Organization. "DAO" or "The DAO" may refer to Movement DAO, a Delaware Unincorporated Nonprofit Association. The DAO may choose to follow the Unincorporated Nonprofit Association Act under Nevada, Delaware, Washington or another state where the Uniform Unincorporated Nonprofit Association Act of 2008 was adopted.

"DAO Expenses" refers to costs and expenses related to the activities, maintenance and operation of the DAO. *See Section 7(b)(i) of The Agreement.*.

"DAO Property" means any Token or other asset, right or property licensed to or on deposit with or owned, held, custodied, controlled or possessed by or on behalf of the DAO, including any Token on deposit with or held, controlled, possessed by or on deposit with the Designated Smart Contract.

"Dapp" refers to online portals or other interactive software used by the DAO, individuals, and any other entities to create, manage, contribute to, or otherwise interact with Juicebox Treasuries, the Juicebox Protocol, or any other DAO services. Governance activities performed within the DAO's Snapshot Spaces on Snapshot.org or other Snapshot servers are also considered to be Dapp activities.

"Data Source" refers to Ethereum Smart Contracts which adhere to `IJBFundingCycleDataSource`. A Data Source can customize what happens when a payment to a Juicebox Project is attempted during a Funding Cycle, and what happens when a Token redemption is attempted during a Funding Cycle.

"Discount Rate" refers to the percent by which to automatically decrease the subsequent cycle's Weight from the current cycle's Weight. The Discount Rate is not applied during funding cycles where the Weight is explicitly reconfigured.

"Disputes"; "Mandatory Arbitration". Any Legal Proceeding, Claim or other dispute or controversy arising out of or relating to this Agreement, its enforcement, or the breach thereof shall

be finally resolved by binding arbitration in accordance with the Arbitration Procedures; provided, however, that any DAO Member may seek injunctive relief in aid of arbitration in order to prevent irreparable harm or preserve the status quo. EACH DAO MEMBER HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS CHARTER, THE DESIGNATED SMART CONTRACT, THE DAO MATTERS OR THE ACTIONS OF THE DAO MEMBERS IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

"Distribution Limit" and "Funding Target" refer to the amount of tokens that a Juicebox Project can distribute per Funding Cycle, and the currency which that amount is denominated in.

"Designated Blockchain" refers to, at any given time, the version of the digital blockchain ledger that at least a majority of nodes running the Designated Client on the Designated Blockchain Network recognize as canonical as of such time in accordance with the Consensus Rules. For the avoidance of doubt, the "Designated Blockchain" does not refer to e.g. Ethereum Classic or any digital blockchain ledger commonly known as a "testnet".

"Designated Blockchain Network" means the Ethereum mainnet (networkID:1, chainID:1), as recognized by the Designated Client.

"Designated Client" means the Official Go Ethereum client available at https://github.com/ethereum/go-ethereum, Infura, Alchemy, or other providers, as long as it is compatible with the aforementioned Designated Blockchain Network.

"Designated Smart Contract" means the smart contracts referenced in contract addresses on the Designated Blockchain.

"Distributed DAO Property" means any asset, right or property that was once DAO Property and has been distributed to a DAO Member.

"Established Practices" refers to the practices used by an unincorporated nonprofit association without material change during the most recent five years of its existence, or if it has existed for less than five years, during its entire existence.

"Externally Owned Accounts (EOAs)" are accounts that are controlled by users who control the private keys for an account, typically generated using a seed phrase. Externally owned accounts are accounts without any code associated with them. Typically these accounts are used with a wallet.

"Fraud Proof" is a security model for certain layer 2 solutions where, to increase speed, transactions are rolled up into batches and submitted to Ethereum in a single transaction. They are assumed valid but can be challenged if fraud is suspected. A Fraud Proof will then run the transaction to see if fraud took place. This method increases the amount of transactions possible while maintaining security. Some rollups use validity proofs.

"Funding Cycle Duration" is how long each funding cycle lasts (specified in seconds). All funding cycle properties are unchangeable while that cycle is in progress. In other words, any proposed reconfigurations can only take effect during a subsequent cycle. If no reconfigurations were submitted by the project owner, or if the proposed changes fail the current funding cycle's Ballot, a copy of the latest funding cycle will automatically start once the current one ends. Funding cycle changes pursuant to a Discount Rate or other certain onchain parameters will still take effect in such a funding cycle. A cycle with no duration lasts indefinitely, and reconfigurations can start a new funding cycle with the proposed changes right away.

"Funding Cycle" and "Cycle" refer to the time-locked rules according to which a Juicebox Project wishes to operate. Funding Cycles are typically represented as a `JBFundingCycle` data structure, and are usually managed by the `JBFundingCycleStore` contract. Funding Cycle duration can be specified in seconds ("Funding Cycle Duration"). Funding Cycle properties are unchangeable while the cycle is in progress. In other words, any proposed reconfigurations can only take effect during the subsequent cycle. If no reconfigurations were submitted by the Project Owner, or if proposed changes fail the current cycle's Ballot, a copy of the latest Funding Cycle will automatically start once the current one ends. Funding cycle changes pursuant to a Discount Rate or other certain onchain parameters will still take effect in such a funding cycle. A Funding Cycle with no duration lasts indefinitely; valid reconfigurations to Funding Cycles with no duration immediately start a new Funding Cycle with the proposed changes once approved by a Reconfiguration Ballot if necessary.

"Gas" A virtual fuel used in Ethereum to execute smart contracts. The EVM (i.e. the Ethereum Virtual Machine) uses an accounting mechanism to measure the consumption of gas and limit the consumption of computing resources (see Turing complete).

"Governing Principles" refers to the agreements, whether oral, in a record, or implied from established practices, or in any combination thereof, which govern the purpose or operation of an unincorporated nonprofit association and the rights and obligations of its Members and managers. The term includes any amendment or restatement of the agreements constituting the Governing Principles.

"Governance Rights" are the entire interest of a Member in the DAO, as measured by a Member's Tokens, including, without limitation, all rights and obligations contemplated or agreed to under this Agreement, and any right to vote on, consent to, or otherwise participate in any decision or action of or by the Members granted by this Agreement or the Act. Member's Governance Rights are subject to DAO Governance.

"Gnosis Safe" refers to the Gnosis Safe Multisig Wallet, a smart contract which allows multiple Ethereum addresses to manage a single Ethereum address. The Gnosis Safe is used to manage the DAO's treasury.

"Gwei" is short for gigawei, a denomination of ether, commonly utilized to convey gas prices. 1 gwei = 109 wei. 109 gwei = 1 Ether.

"HD Wallet Seed" is a value used to generate the master private key and master chain code for an HD wallet. The wallet seed can be represented by mnemonic words, making it easier for humans to copy, back up, and restore private keys.

"Hold Fees" refers to the fee holding process: by default, Protocol Fees are paid automatically when funds are distributed from a Juicebox Treasury to an Ethereum address. During Funding Cycles configured to hold fees, this fee amount is set aside instead of being immediately processed. Projects can reclaim their held fees by adding funds to their Treasury equal to the amount of funds distributed to Ethereum addresses while fees were being held. Otherwise, Juicebox DAO or the project can process these held fees at any point to issue Juicebox Governance Token ("JBX") at the current rate. This allows a project to withdraw funds and later add them back into their the DAO treasury without incurring fees. This applies to both Distributions from the Distribution Limit and from the Overflow Allowance.

"Legal Order" means any restraining order, preliminary or permanent injunction, stay or other order, writ, injunction, judgment or decree that either: (i) is issued by a court of competent jurisdiction, or (ii) arises by operation of applicable law as if issued by a court of competent jurisdiction, including, in the case of clause "(ii)" an automatic stay imposed by applicable law upon the filing of a petition for bankruptcy.

"Legal Proceeding" means any private or governmental action, suit, litigation, arbitration, claim, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court or other governmental entity or any arbitrator or arbitration panel.

"Liability" means any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, inchoate derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable. To be "Liable" means to have, suffer, incur, be obligated for or be subject to a Liability.

"Lien" means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, other possessory interest, conditional sale or other title retention agreement, intangible property right, claim, infringement, option, right of first refusal, preemptive right, exclusive license of intellectual property, community property interest or restriction of any nature including any restriction on the voting of any security or restriction on the transfer, use or ownership of any security or other asset.

A "Manager" is a person that is responsible, alone or in concert with others, for the management of an unincorporated nonprofit association.

"Majority Vote" means the approval of Members holding at least a majority-in-interest of applicable DAO voting Tokens.

"Material Adverse Exception Event" means that one or more of the following has occurred, is occurring or would reasonably be expected to occur:

> **(i)** a Consensus Attack adversely affecting the results or operations of the Designated Smart Contract;
>
> **(ii)** the Designated Smart Contract having become inoperable, inaccessible or unusable, including as the result of any code library or repository incorporated by reference into the Designated Smart Contract or any other smart contract or oracle on which the Designated Smart Contract depends having become inoperable, inaccessible or unusable or having itself suffered a Material Adverse Exception Event, *mutatis mutandis*;
>
> **(iii)** a material and adverse effect on the use, functionality or performance of the Designated Smart Contract as the result of any bug, defect or error in the Designated Smart Contract or the triggering, use or exploitation (whether intentional or unintentional) thereof (it being understood that for purposes of this clause "(iii)", a bug, defect or error will be deemed material

only if it results in a loss to a DAO Member or the DAO of at least **50%** of such DAO Member's distributable interest in the DAO Property and/or **50%** of the DAO Property);

(iv) any unauthorized use of an administrative function or privilege of the Designated Smart Contract, including: (A) any use of any administrative credential, key, password, account or address by a Person who has misappropriated or gained unauthorized access to such administrative credential, key, password, account or address or (B) any unauthorized use of an administrative function or privilege by a DAO Member or a representative of a DAO Member; or

(v) the Designated Smart Contract, any of the DAO Members or the DAO Property is subject to a Legal Order that prohibits the Designated Smart Contract (or that, if the Designated Smart Contract were a Person, would prohibit the Designated Smart Contract) from executing any function or operation it would otherwise reasonably be expected to execute.

"Member" means each Person entering into this Agreement as a Member or subsequently admitted as a Member pursuant to the terms of this Agreement, but does not include any Person that has ceased to be a Member of the DAO. If at any time there is only one Member, then all references to "Members" shall be deemed to mean "Member."

A "Multi-Signature Wallet" is a smart contract wallet on the Designated Blockchain Network that requires a minimum number of people to approve a transaction before it can occur (M-of-N).

"Non-Fungible Tokens", "NFT", or "NFTs" means a cryptographic token based on the Ethereum ERC-721 standard, the ERC-1155 standard, or a similar standard or other blockchain-based asset.

"Overflow" refers to funds in a Juicebox Treasury in excess of that Treasury's current Distribution Limit. A Project's Overflow can be reclaimed by redeeming that Project's Tokens, subject to a Project's Redemption Rate and other Project configurations.

"Overflow Allowance" The amount of treasury funds that the Project Owner can distribute on-demand. This allowance does not reset each Funding Cycle. Instead, it lasts until the Project Owner explicitly proposes a reconfiguration with a new allowance. The protocol charges a Protocol Fee on funds withdrawn from the network. Overflow allowances can be specified in any currency that the `JBPrices` contract has a price feed for.

"Payouts", "Distributions", and "Payout Splits" refer to the distribution of Treasury assets from a Juicebox Project Treasury to other Juicebox Projects or to external Ethereum addresses, or addresses on other blockchains. Payouts to Ethereum addresses invoke fees, the payment of which issues JBX Tokens in accordance with Juicebox DAO's Treasury configurations ("Fees" or "Protocol Fee").

Protocol Fees can range from 0% to 5% of Payout amounts to Ethereum addresses. As of August 4th 2022, Protocol Fees are equal to 2.5% of Payout amounts to Ethereum addresses.

"Pause Payments", "Pause Distributions", "Pause Redemptions", and "Pause Burn" each refer to Treasury functions which Project Owners can pause in a Funding Cycle. These functions are not paused by default.

"Person" means an individual, corporation, association, partnership, joint venture, limited liability company, estate, trust, or any other legal entity.

"Proceeding" means any action, claim, suit, investigation, or proceeding by or before any court, arbitrator, governmental body, self-regulatory agency, or other agency.

"Project", "Juicebox Project", "Treasury", and "Member Project" refer to projects deployed using the Juicebox-compatible protocol including any administrative NFTs, Project configurations, Protocol extensions, digital assets, and tokens associated with those projects.

"Project Owner" and "Project Owners" refer to the individual or individuals with administrative access to configure one or more Juicebox Project(s). This includes individuals with access to Ethereum addresses holding one or more administrative ERC-721s issued by a Smart Contract which adheres to `IJBProjects`, as well as individuals with access to Ethereum addresses which have been granted permissions to take specific indexed actions via a Smart Contract which adheres to `IJBOperatorStore`.

"Project Token" and "Token" refer to tokens and token balances stored in a Smart Contract which adheres to `IJBTokenStore` or tokens which adhere to `IJBToken`, including tokens issued by the Juicebox Protocol.

"Property" means all property, whether real, personal, or mixed or tangible or intangible, or any right or interest therein.

"Protocol", "Juicebox Protocol", and "Juicebox v2" refer to the Smart Contracts built and maintained by Juicebox DAO, as well as other ancillary Smart Contracts ("Protocol Extensions" or "Extensions"). This includes deployed Ethereum mainnet and Rinkeby testnet Smart Contracts with addresses listed at https://info.juicebox.money/dev/resources/addresses, as well as other Smart Contracts with source code copied or modified from the Smart Contracts currently and/or previously available at https://github.com/jbx-protocol.

Record, used as a noun, means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.

"Redemption Rate", "Redemption Curve", or "Bonding Curve" refers to a bonding curve along which Juicebox Protocol calculates redemption from a Treasury. The Redemption Rate can be configured by a Project Owner each funding cycle. A rate of 100% suggests a linear proportion, meaning X% of treasury overflow can be reclaimed by redeeming X% of the token supply.

"Representative" means a Member, manager, officer, director, partner, employee, or agent.

"Reserved Rate" or "Reserved Tokens" refers to the percentage of newly minted tokens that a project wishes to withhold for custom distributions. The Project Owner can pre-program a list of addresses, other Projects, and contracts that adhere to `IJBSplitAllocator` to split reserved tokens between.

"Service Provider" means the Person appointed by the DAO to perform administrative services, responsibilities, and duties to carry on the DAO's operations. The initial Service Provider shall be decided by the DAO.

"Severability" signifies: in the event that one or more of the provisions of this Charter is for any reason held to be invalid, illegal or unenforceable, in whole or in part or in any respect, or in the event that any one or more of the provisions of this Charter operate or would prospectively operate to invalidate this Charter, then and in any such event, such provisions) only will be deemed null and void and will not affect any other provision of this Charter and the remaining provisions of this Charter will remain operative and in full force and effect and will not be affected, prejudiced, or disturbed thereby.

"Sign" means, with present intent to authenticate or adopt a record:

> (a) to execute or adopt a tangible symbol; or (b) to attach to or logically associate with the record an electronic symbol, sound, or process.

"Smart Contract" refers to computer programs stored on the Designated Blockchain or other blockchains.

"Smart multisignature escrow": Bitcoin allows multisignature transaction contracts where, for example, three out of a given five keys are needed to spend the funds in that contract. Ethereum allows for more granularity; for example, four out of five given keys can spend everything in a contract, three out of five keys can be used to spend up to 10% of that contract's funds per day, and

two out of five keys can be used to spend up to 0.5% of that contract's funds per day. Additionally, Ethereum multisigs can be asynchronous - two parties can register their signatures on the blockchain at different times, and the last signature will automatically send the transaction.

"Start Timestamp" refers to the time at which a funding cycle is considered active. Projects can configure the start time of their first funding cycle to be in the future and can ensure reconfigurations don't take effect before a specified time. Once a funding cycle ends, a new one automatically starts right away. If there's an approved reconfiguration queued to start at this time, it will be used. Otherwise, a copy of the current funding cycle will be used.

"State" means a state of the United States, the District of Columbia, Puerto Rico, the United States Virgin Islands, or any territory or insular possession subject to the jurisdiction of the United States.

"Token" means a digital unit that is recognized by the Designated Client on the Designated Blockchain Network as capable of: (i) being uniquely associated with or "owned" by a particular public-key address on the Designated Blockchain Network at each particular block height; and (ii) having Transfers of such digital unit recorded on the Designated Blockchain.

"Total Available Capital" represents the total deployable capital in treasury reserves that can be used to fund DAO initiatives. Token holders will vote to determine how to use "Total Available Capital" reserves.

"Transfer" includes:

> (a) an assignment; (b) a conveyance; (c) a sale; (d) a lease; (e) an encumbrance, including a mortgage or security interest; (f) a gift; and/or (g) a transfer by operation of law. (h) of a Token to a given address (the "Receiving Address") on the Designated Blockchain Network will be deemed to have occurred if and only if it is recognized by the Designated Client on the Designated Blockchain Network that: (i) there has been duly transmitted to the Designated Blockchain Network a new transfer function transaction that:(A) provides for the reassociation of the Designated Token with the Receiving Address; and (B) is signed by a private key that is (or a group of private keys that together are) sufficient to authorize the execution of such transfer function; and (ii) such transaction has been Confirmed.

"Total Value Lock" or "TVL" refers to the total value locked into a Smart Contract or set of Smart Contracts that may be deployed or stored at one or more exchanges or markets. This is used as a measurement of investor deposits. It is the dollar value of all the coins or tokens locked into a platform, protocol, lending program, yield farming program, or insurance liquidity pool.

"Unincorporated Nonprofit Association" means an unincorporated organization consisting of *two* or more Members joined under an agreement that is oral, in a record, or implied from conduct, for one or more common, nonprofit purposes. The term does not include:

> (a) a trust; (b) a marriage, domestic partnership, common law domestic relationship, civil union, or other domestic living arrangement; (c) an organization formed under any other statute that governs the organization and operation of unincorporated associations; (d) a joint tenancy, tenancy in common, or tenancy by the entireties even if the co-owners share use of the property for a nonprofit purpose; or (e) a relationship under an agreement in a record that expressly provides that the relationship between the parties does not create an unincorporated nonprofit association.

Volatility A statistical measure of the price variation of an asset. Newer early-stage projects in the explosive growth stage tend to see very high volatility in the price of their assets in their early days. Volatile assets are often considered riskier than less volatile assets because the price is expected to be less predictable.

"Weight" is a number used to determine how many project tokens should be minted and transferred when payments are received during a Funding Cycle. In other words, Weight is the exchange rate between the project token and a currency (defined by a `JBPayoutRedemptionPaymentTerminal`) during a Funding Cycle. Project owners can configure this directly or allow it to be automatically derived from the previous funding cycle's Weight and Discount Rate.

"Web3" is an idea for a new iteration of the World Wide Web which incorporates concepts such as decentralization, blockchain technologies, and token-based economics.

"Web3 tools": The key characteristics of Web3 tools may include personal assistance learning, artificial intelligence, multimedia information, interoperability, and semantic nature. Tools used for the governance, tokenization, Membership, voting and operation of a DAO.

"Yield farming" is the practice of staking or lending crypto assets in order to generate returns or rewards in the form of additional cryptocurrency. This application of decentralized finance (DeFi) has skyrocketed in popularity recently thanks to innovations like liquidity mining. In short, yield farming protocols incentivize liquidity providers (LP) to stake or lock up their crypto assets in a smart contract-based liquidity pool. These incentives can be a percentage of transaction fees, interest from lenders, or a governance token (see liquidity mining). These returns are expressed as an annual

percentage yield (APY). As more investors add funds to the related liquidity pool, the value of the issued returns decrease accordingly.

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